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TRANSFER AGREEMENT BETWEEN
CITY OF BOSTON AND
BOSTON REDEVELOPMENT AUTHORITY

Agreement made of this day of December, 1983, by and between the CITY OF BOSTON, a Massachusetts municipal corporation (the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under Chapter 121B of the Massachusetts General Laws (the "BRA").

PRELIMINARY STATEMENT

The City has received funding approval in the amount of \$1,113,000 under Section 119 of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, which authorized the Urban Development Action Grant ("UDAG") program to assist distressed cities in revitalizing their economic bases and reclaiming deteriorated neighborhoods. Pursuant to the terms of the UDAG Grant Agreement, dated December , 1983 (the "Grant Agreement"), between the United States Department of Housing and Urban Development ("HUD") and the City, said \$1,113,000 (the "Grant Funds") shall be transferred by the City to the BRA for administration. The BRA in turn shall make up to \$1,103,000 of the Grant Funds available to the Chinese Economic Development Council, Inc., a non-profit corporation organized under Chapter 180 of the Massachusetts General Laws ("CEDC") in connection with a program to create new employment opportunities and rehabilitate the building owned by CEDC and leased by Boylston Development Group Limited Partnership, a Massachusetts limited partnership ("BDG"), at 651-657 Washington Street and 2-22 Boylston Street, Boston (the "Project"), as more particularly described in the UDAG Application submitted by the City to HUD, dated April 30, 1981 and by the submittals set forth in Exhibit A, Rider to Section 1.03 (2) of the Grant Agreement (collectively the "Application"). For this purpose the BRA shall enter into an agreement (the "Project Loan Agreement") with CEDC and BDG pursuant to which the BRA shall loan \$1,103,000 (the "Loan") for those eligible costs specified in Exhibits B, C and D of the Grant Agreement. This Transfer Agreement is intended to govern the terms and conditions under which the City shall advance Grant Funds to the BRA for the satisfaction of the purposes set forth in the Grant Agreement.

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the BRA agree as follows:

Section 1. Project Services by BRA

The BRA shall provide such services as are necessary or desirable to cause the Project to be completed and operated by CEDC and BDG in accordance with the terms of the Application and the Grant Agreement, and shall fulfill all of the obligations of the City under the Grant Agreement with respect to such completion and operation of the Project. In accordance with Section 9.05 of the Grant Agreement, the BRA acknowledges that HUD, in selecting the City for the award of the Grant Funds, relied in material part on the assured completion of the Project, and the BRA assures the City that

all activities to be undertaken by the BRA as a "Participating Party" under the Grant Agreement will be completed. The BRA acknowledges further that it is subject to the conflict of interest provision (24 CFR §570.611) referred to in Exhibit A, Rider to Section 9.13, and as required thereby shall include in all contracts with other Participating Parties a conflict of interest provision consistent therewith.

Section 2. Job Creation and Sub-Lease Requirements

The BRA shall use its best efforts to cause to be created the number and kinds of jobs in connection with the Project as are required by Exhibit A, Rider to Sections 5.03 and 9.06 of the Grant Agreement, and to enforce the undertakings and assurances by CEDC and BDG respecting the creation of such jobs, including but not limited to their compliance with the terms of the Executive Orders of the Mayor of the City of Boston dated June 28, 1978, and September 11, 1979, and to enforce the obligation of CEDC and BDG under Exhibit E, IV, (a) (4) to use their best efforts to ensure that renovated office and retail space in the Project is sub-leased to neighborhood minority-owned businesses and/or firms employing minority employees.

Section 3. Project Loan Agreement with CEDC and BDG

Upon the execution and delivery of this Transfer Agreement, the BRA shall enter into the Project Loan Agreement with CEDC and BDG which shall set forth the terms and conditions for the Loan of the Grant Funds to CEDC.

Section 4. Transfer of UDAG Grant Funds

a. Requests for Advances. Upon submission by CEDC and BDG of requisitions for advances of Loan funds in proper form, for reimbursement of project development costs, the BRA shall transmit such requisitions, together with such certifications and evidence of eligible Project costs as are required by HUD and the United States Department of Treasury, to the City. The City shall thereupon transmit to the Department of the Treasury a request for drawdown of Grant Funds in the amount requisitioned. Upon receipt of said Grant Funds, the City shall transfer the same to the BRA for disbursement to CEDC pursuant to the Project Loan Agreement.

b. BRA Administrative Costs. The BRA shall transmit to the City requisitions for payment of its administrative costs in connection with the Project in an amount not to exceed the sum set forth in Exhibit E, III, (a) (3) of the Grant Agreement, together with such certifications and evidence of eligible Project costs incurred or paid as are required by HUD and the United States Department of the Treasury. The City shall thereupon transmit to the Department of the Treasury a request for drawdown of Grant Funds in the amount requisitioned. Upon receipt of the said Grant Funds, the City shall transfer the same to the BRA.

Section 5. Records and Reports to HUD

a. Project Records. The BRA shall keep and maintain such books, records, and other documents as are required by Section 6.01(a) of the Grant Agreement, and shall make the same available at all reasonable times for

inspection, copying, audit, and examination by the City and, in accordance with Section 6.01(b) of the Grant Agreement, to HUD or the Comptroller General of the United States.

b. Reports to HUD. The BRA shall furnish to HUD all reports required to be filed in accordance with Section 6.04 of the Grant Agreement, and may require CEDC and BDG to cooperate in the preparation of such reports.

Section 6. Use of Program Income

All Program Income, as that term is defined in Section 1.03(13) of the Grant Agreement, shall be received by the BRA and used only for community and economic development activities in accordance with Exhibit A, Rider to Sections 2.04, 9.01, 9.02 and 9.03 of the Grant Agreement which would be eligible for assistance under Title I of the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended, and the City hereby exercises the option available to it under Section 9.03 of the Grant Agreement in order to effectuate this provision. The BRA shall furnish to HUD all annual reports with respect to Program Income which are required by Exhibit A of the Grant Agreement.

Section 7. Incorporation of Grant Agreement Provisions

The BRA shall comply with all provisions not already specifically referred to herein, of Article IX, THIRD PARTY CONTRACT REQUIREMENTS, of the Grant Agreement, all of the provisions of which are incorporated herein by reference as if fully set forth herein in the form required pursuant to said Article IX and with the same force and effect as if the BRA expressly obligated itself hereunder to perform all obligations required of "Participating Parties" (as defined in the Grant Agreement) set forth in said Article IX. The BRA further agrees that in administering the use of the Grant Funds it will require compliance by CEDC and BDG with all said provisions of said Article IX and with all applicable terms and conditions of the Grant Agreement and the HUD Community Development Block Grant Program.

Section 8. Assignment

The BRA shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the City.

Section 9. Notices

Any notice or other communication required or permitted hereunder shall be deemed satisfactorily given upon depositing the same in writing in the United States mail by postage prepaid, registered or certified mail, addressed (i) if to the City, c/o the Mayor, City Hall, Boston, Massachusetts 02201, (ii) if to BRA, c/o Director, Boston Redevelopment Authority, City Hall, Boston, Massachusetts 02201, or at such other address as the City or the BRA may designate in writing.

Section 10. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 11. Amendment

The Agreement may be amended only by a written agreement executed by the City and the BRA.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers to execute this Agreement as of the date first above written.

ATTEST:

CITY OF BOSTON

By _____

Kevin H. White, Mayor

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By _____

Robert J. Ryan, Director

APPROVED AS TO FORM

APPROVED AS TO FORM

Corporation Counsel
City of Boston

Chief General Counsel
Boston Redevelopment Authority

PROJECT LOAN AGREEMENT

Project Loan Agreement, dated as of December __, 1983 (this "Agreement"), by and among the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under Chapter 121B of the Massachusetts General Laws, as amended (the "BRA"); CHINESE ECONOMIC DEVELOPMENT COUNCIL, INC., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts ("CEDC"); and BOYLSTON DEVELOPMENT GROUP LIMITED PARTNERSHIP, a Massachusetts limited partnership ("BDG").

PRELIMINARY STATEMENT

The City of Boston, Massachusetts (the "City") has received funding approval in the amount of One Million One Hundred Thirteen Thousand and No/100 Dollars (\$1,113,000.00) under Section 119 of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended which authorized the Urban Development Action Grant ("UDAG",) program. The City has accordingly entered into that certain UDAG Grant Agreement, dated December __, 1983 (the "Grant Agreement"), with the United States Department of Housing and Urban Development ("HUD"), pursuant to which HUD will advance the UDAG grant funds (the "Grant Funds") to the City. The City has further entered into an agreement (the "Transfer Agreement"), pursuant to which the City will transfer the Grant Funds for administrative purposes to the BRA, which will in turn lend One Million One Hundred Three Thousand Dollars (\$1,103,000) of the Grant Funds to CEDC for the purposes set forth in this Agreement.

In order to create new employment opportunities in the City, CEDC and BDG will utilize the Grant Funds loaned by the BRA in a program to rehabilitate the building owned by CEDC and leased by BDG at 651-657 Washington Street and 2-22 Boylston Street, Boston, Massachusetts (the "Building"). CEDC and BDG will expend at least Six Million Four Hundred Nine Thousand Dollars (\$6,409,000) for the Project, as such term is hereinafter defined, including approximately Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) for construction costs and approximately Two Million Nine Hundred Nine Thousand and No/100 Dollars (\$2,909,000.00) for other costs (but excluding the cost of subtenant finishes, of which One Million One Hundred Three Thousand and No/100 Dollars (\$1,103,000.00) will be reimbursed by the loan of the Grant Funds to CEDC at a ratio of One and No/100 Dollar (\$1.00) for every Four and Sixty-Eight/100 Dollars (\$4.68) of Eligible Project Costs, as such term is hereinafter defined. It is anticipated that at least three hundred (300) new permanent jobs will be created as a result of the Project, and special provision will be made for employment of Boston residents, minorities, and women.

In consideration of the foregoing, the BRA, CEDC and BDG hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

(a) The "Architect" shall mean Boston Architectural Team, Inc., in association with Lin Associates, Inc., having an address at 184 High Street, Boston, Massachusetts 02110, or such other architect designated by BDG (or its successors), subject to the reasonable approval of CEDC and the BRA.

(b) "Completion of the Project" shall mean the substantial completion of the Project Improvements, at a cost of no less than the sum required to be expended pursuant to Section 2(b) of this Agreement, so as to make the Project Improvements ready for use for the purposes set forth in this Agreement, except for incomplete items which do not materially interfere with the use of the Project Improvements for such purposes and items awaiting seasonable opportunity to complete, as certified in writing to the BRA by the Architect.

(c) "Completion Date" of the Project Improvements, as such term is hereinafter defined, shall mean July 1, 1985, as the same may be extended pursuant to the provisions of Section 20(d).

(d) The "Credit Institutions" shall mean FNB, as such term is hereinafter defined, Shawmut Bank of Boston, N.A., The Provident Institution for Savings, Newworld Bank, and any other financial institution issuing a letter of credit securing the IRB, as such term is hereinafter defined.

(e) "Eligible Project Costs" shall mean those costs for the Project Improvements set forth in Exhibit A hereto.

(f) "FNB" shall mean The First National Bank of Boston.

(g) The "Improvements" or "Project Improvements" shall mean the reconstruction, rehabilitation, furnishing, and equipping of the core and shell of the Building, as described in the plans and specifications prepared by the Architect and set forth in Exhibit B hereto (the "Plans").

(h) The "Loan" shall mean the loan by the BRA to CEDC of the sum of One Million One Hundred Three Thousand and No/100 Dollars (\$1,103,000.00) of the Grant Funds pursuant to Section 4 of this Agreement.

(i) The "Master Lease" shall mean the Lease Agreement, dated December__, 1983, between CEDC, as landlord, and BDG, as tenant, for the Building.

(j) The "Project" shall mean the reconstruction, rehabilitation, furnishing, equipping, operation, maintenance,

and use of the Building as described, and for the uses, activities, and purposes set forth, in the Grant Agreement.

(k) The "UDAG Application" shall mean the application dated _____, 19__, and submitted by the City to HUD for approval of the Grant.

(l) The "UDAG Mortgage" shall mean the mortgage given by CEDC to the BRA to secure the UDAG Note, as such term is hereinafter defined, which UDAG Mortgage shall be in the form attached hereto as Exhibit C.

(m) The "UDAG Note" shall mean the Promissory note given by CEDC to the BRA to evidence the Loan, which note shall be in the form attached hereto as Exhibit D.

(n) The "UDAG Security Agreement" shall mean that certain Security Agreement between CEDC and the BRA to secure the UDAG Note, which UDAG Security Agreement shall be in the form attached hereto as Exhibit E.

(o) The "Trustee" shall mean State Street Bank and Trust Company, as Trustee under that certain Trust Agreement and Assignment of Security, dated December __, 1983, between MIFA (as such term is hereinafter defined) and State Street Bank and Trust Company.

2. COMPLETION OF THE PROJECT

(a) Construction. BDG shall construct diligently and continuously from not later than February 15, 1984, and complete in all material respects, the Project Improvements, including all aspects of the Project Improvements to be funded by the Loan and those to be funded privately, and Completion of the Project shall occur not later than the Completion Date, all substantially in accordance with the standards of quality represented in the Plans.

(b) Cost of Project. BDG shall expend not less than Eight Million Four Hundred Nine Thousand and No/100 Dollars (\$8,409,000.00), including the Loan, for all activities necessary for completion of the Project, including Tenant Finish Work, as such term is defined in the Master Lease, for the purposes described in the Grant Agreement. BDG shall spend not less than Two Million and No/100 Dollars (\$2,000,000.00) for Tenant Finish Work, as space in the Project is sublet to subtenants of BDG. Such expenditure shall be made at the average rate of Twenty-Five and No/100 Dollars (\$25.00) per rentable square foot with respect to space sublet for retail use, and Twenty and No/100 Dollars (\$20.00) per rentable square foot with respect to space sublet for office use, in each case including overhead and profit.

(c) Occupancy and Use After Completion. From and after the Completion Date and until the expiration of this Agreement, BDG,

as tenant under the Master Lease, shall permit subtenants to occupy and use the Building for the uses and purposes described in the Master Lease. Subject to any limitation imposed by law, CEDC and BDG shall use their best efforts to rent space in the completed Project to minority-owned businesses now located in the neighborhood of the Project (particularly the so-called "Chinatown" neighborhood) and to businesses or firms with minority employees.

(d) Relocation Obligation. CEDC shall pay, or cause to be paid, all sums due to former tenants of the Building to which they are entitled by reason of the termination of their prior occupancies and their relocation.

3. CREATION OF JOBS

(a) Creation of Permanent Jobs. BDG and CEDC shall use their best efforts to sublet space in the Building to subtenants who will create and maintain, until the expiration of this Agreement, the numbers and kinds of permanent, new jobs as described in, and within the time limits specified by, Exhibit A of the Grant Agreement.

(b) Hiring Reports. BDG shall file with the BRA hiring reports on the numbers and types of jobs created, from time to time as the BRA may reasonably require, but in no event more frequently than quarterly.

4. AGREEMENT TO LEND AND BORROW

Subject to all of the terms and conditions hereof, the BRA agrees to lend to CEDC, and CEDC agrees to borrow from the BRA and to lend to BDG to pay Eligible Project Costs incurred or to be incurred by BDG, the principal amount of One Million One Hundred Three Thousand and No/100 Dollars (\$1,103,000.00) from the Grant Funds in installments from time to time pursuant to Sections 6 and 7 hereof. The Loan shall be evidenced by the UDAG Note, and shall be secured by the UDAG Mortgage, and the UDAG Security Agreement, and the Guaranty of Payment, as such term is hereinafter defined. The Loan shall be repaid with interest at the rate and upon the terms set forth in the UDAG Note. BDG shall guaranty CEDC's obligations under the Note pursuant to a guaranty of payment in the form attached hereto as Exhibit F (the "Guaranty of Payment"). The Loan shall not be deemed an assignment of the Grant Agreement, and CEDC shall not succeed to any rights, benefits, or advantages of the City under the Grant Agreement, nor attain any rights, privileges, authorities, or interests in or under the Grant Agreement.

5. CONDITIONS PRECEDENT TO FIRST ADVANCE

Prior to the first advance hereunder, and as a condition of CEDC's right to receive any of the proceeds of the Loan, CEDC or BDG shall have furnished to the BRA:

(a) Opinions of CEDC's counsel and BDG's counsel, respectively, made in accordance with Sections 10.02, 10.10, and Exhibit E(II) of the Grant Agreement, that (i) CEDC has good and marketable title to, and (ii) BDG has a good and marketable leasehold interest in, all land and improvements necessary for the Project, subject only to the matters disclosed in the Owner's and Lessee's policies of title insurance referred to in Subsection (h) of this Section 5 and that there is no matter affecting such title which materially impairs CEDC's or BDG's ability to perform its obligations under this Agreement, the Note, the Mortgage, or the Guaranty of Payment;

(b) An opinion of CEDC's counsel that the UDAG Mortgage given or to be given hereunder shall be, or shall continue to be, a good and valid mortgage of record subject only to the matters disclosed in the Owner's policy of title insurance referred to in Subsection (h) of this Section 5;

(c) Evidence as required by Sections 10.05, 10.07, or 10.08 and Exhibit E of the Grant Agreement that (i) CEDC has an irrevocable grant commitment for \$2,000,000 from the United States Economic Development Administration ("EDA") for the Project; (ii) the Massachusetts Industrial Finance Agency ("MIFA") has issued its \$4,800,000 industrial revenue bond (the "IRB"), the proceeds of which are available to BDG for the construction of the Project Improvements; and (iii) BDG has on hand or available from the proceeds of syndication of limited partnership interests, and will place in escrow in a manner reasonably satisfactory to the BRA, as it becomes available, not less than Two Million Six Hundred Ninety-Seven Thousand and No/100 Dollars (\$2,697,000.00) for construction of the Project Improvements;

(d) Evidence as required by Section 5.01(6) of the Grant Agreement that CEDC and BDG have obtained, or assurance that they will obtain, all Federal, state, and local governmental approvals and reviews required by law for the construction of Project;

(e) A copy of each of BDG's contracts with any construction company undertaking the construction of the Core and Shell Work, as such term is defined in the Master Lease, with a construction contract reasonably anticipated to be in an amount in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), evidencing the full and complete continuing responsibility of such company to BDG for the construction of such Core and Shell Work; copies of each of BDG's contracts with any construction company undertaking the construction of the Tenant Finish Work with a construction contract reasonably anticipated to be in excess of such amount, evidencing the full and complete continuing responsibility of such company to BDG for the construction of such Tenant Finish Work, shall be submitted to the BRA as a condition to advances subsequent to the initial advance hereunder.

(f) Copies of all payment and performance bonds, if any, given by the companies referred to in Section 5(e) hereof;

(g) A copy of the Master Lease, together with a certification by CEDC that all payments are current thereunder, that the Master Lease is not in default, and that the Master Lease or a proper notice thereof has been duly recorded with the Suffolk County Registry of Deeds;

(h) A mortgagee's policy of title insurance insuring the BRA's interest in the Building and copies of the owner's and the lessee's policies of title insurance insuring the fee and leasehold interests of CEDC and BDG, respectively, in the Building, all issued by a responsible company licensed to do business in the Commonwealth of Massachusetts, in form satisfactory to the BRA;

(i) A certificate of property insurance as required by Section 17 of this Agreement;

(j) Opinions of counsel to CEDC and counsel to BDG and Bay Development Corp. as to their respective authority to enter into, and the due execution, delivery, and the validity and binding effect on such parties of, this Agreement and of all documents, instruments, certificates and agreements contemplated hereby to which they are, or any of them is, a party;

(k) A guaranty by Robert H. Yelton and Harry M. Standel, General Partners of BDG, of the completion of the Project Improvements as required by this Agreement (the "Guaranty of Completion") in the form attached hereto as Exhibit G; and

(l) The Guaranty of Payment.

6. REQUESTS FOR ADVANCES

(a) Advances of Loan funds shall be made by the BRA from time to time (but in no event more frequently than monthly) upon receipt by the BRA of written requisitions therefor on AIA Forms G702 and G703 signed by Bay Construction Group, Inc., as the construction manager for the Project Improvements, BDG and CEDC, and approved by FNB and the Trustee; accompanied by the documentation set forth in Section 6(b) hereof. Each such advance shall be in the amount requested; subject, however, to the proviso that the aggregate amount of each advance shall not exceed Twenty-One and Thirty-Seven/100 Percent (21.37%) of Eligible Project Costs for which reimbursement is requested. The proceeds of each advance will be paid to BDG in immediately available Boston clearing house funds or equivalent.

(b) Each request shall be submitted to the Director of the BRA at its offices at One City Hall Square, Boston, Massachusetts 02201, together with:

(1) A certification by BDG that such costs are Eligible Project Costs;

(2) If reasonably required by the BRA, a programmatic report by BDG describing progress of the Project Improvements to date and an updated timetable showing the estimated time for commencement and completion of each major portion of the Project; and

(3) An endorsement to the BRA's title insurance policy, certifying the current state of CEDC's title to the Building.

(c) Within ten (10) business days after its receipt of each request, the BRA shall approve the request and submit to the City for forwarding to HUD all necessary materials for a drawdown of the Grant Funds in the amount so requested and approved, or shall give written notice to BDG of the reasons for disapproval. Failure by the BRA to act within the said ten (10) business days shall be deemed an approval of the request. The Transfer Agreement shall provide that, if the BRA has failed to act within such ten-day period and the request for the advance shall be deemed to have been approved hereunder, BDG shall have the right to so notify the City and proceed with the processing for the approval of such request. The BRA shall exercise due diligence to expedite the drawdowns of the Grant Funds from HUD to the City and to expedite the transfer of the Grant Funds from the City to the BRA pursuant to the Transfer Agreement. Upon receipt of the said Grant Funds, the BRA shall immediately advance the same to BDG if BDG and CEDC were not in default hereunder at the time the request for such advance was made. In the event the BRA or the City fails to act, delays, or acts unreasonably in the performance of their duties to process requests for advances in an expeditious manner, CEDC and BDG shall have the right, in addition to any other right they may have at law or in equity, to institute arbitration proceedings in Boston, Massachusetts pursuant to the rules and regulations of the American Arbitration Association. If arbitration is commenced pursuant to the preceding sentence, any party to such arbitration shall have the right to enforce the award or the finding in a court of competent jurisdiction.

(d) Without waiving any of its rights under this Agreement, the BRA shall always have the right to make an advance hereunder without satisfaction of each and every condition on the BRA's obligation to make such an advance.

(e) Subject to the provisions of Section 8(e), the BRA shall have no obligations to make advances hereunder for costs incurred after July 6, 1985.

(f) Notwithstanding any other provision of this Agreement, and at the option of the BRA, the final ten percent (10%) of the Loan shall not be advanced to BDG until the BRA has, within thirty (30) days after submission of a request for advance of

such final ten percent (10%) or the final portion thereof, performed an inspection of the Project and an audit of CEDC's and BDG's books, records, accounts and other documents relating to the Project. If such inspection and audit shall not be performed within said thirty (30) days, then unless within such thirty-day period the BRA has found any material non-compliance by BDG with the provisions hereof the BRA shall immediately approve the request for the advance of said portion of the Loan in accordance with this Section 6.

7. LIMITATION OF LIABILITY

The money to be loaned and borrowed hereunder is conditioned entirely upon the transfer of the Grant Funds to the BRA pursuant to the Grant Agreement and the Transfer Agreement, and if for any reason less than the full amount of the Grant Funds is so transferred to the BRA by HUD or the City, the BRA shall be liable under this Agreement only to the extent of the amount so transferred. In the event of a default by the BRA of its obligations under Section 4 of this Agreement, its liability shall be limited to the amount of any Grant Funds so transferred but not advanced to BDG. The BRA hereby represents and warrants that, as of the date hereof, the Grant Agreement is in full force and effect.

8. RIGHTS OF CREDIT INSTITUTIONS

(a) All or any of the Credit Institutions shall be entitled, upon succeeding to any of the interest in the Building of BDG, whether by foreclosure of any Priority Mortgage, as such term is hereinafter defined, deed in lieu of foreclosure, or otherwise, to receive all undisbursed Grant Funds, upon the terms and conditions set forth in this Agreement, so long as the Credit Institutions agree in writing with the BRA to complete construction of the Project and to repay the Loan, all on the terms and conditions set forth in this Agreement. Such terms and conditions shall include, without limitation (i) that installment payments required on the Loan shall be made after payment of all debt service secured by the Priority Mortgages, which shall include payment to the Credit Institutions of a return on the Credit Institutions' Investment (as defined in Section 8(c) below) equal to the interest rate provided in the Priority Mortgages as well as after payment of all other costs and expenses of the Project; provided that any interest which would otherwise have been due and payable on the Loan shall accrue and be due and payable after the payment of then current interest due on the Loan from the Net Operating Cash Flow of BDG, as such term is defined in the UDAG Note and as modified herein, or otherwise upon maturity; and (ii) that the Credit Institutions shall not be personally liable for such completion or repayment.

(b) If the Credit Institutions determine to sell the Project to a third party, whether at foreclosure or subsequent to succession of the Credit Institutions to all or any part of the

interest of BDG in the Project, the BRA will not unreasonably withhold its consent to substituting such third party for BDG for all purposes under the terms hereof, provided such third party enters into an agreement that is substantially similar to this Agreement. It is understood that, in the event of such substitution, the terms and conditions of the UDAG Mortgage relative to acceleration of the Loan upon sale of the Project shall not be applicable.

(c) If any such third party is not so substituted for BDG, whether voluntarily or as a result of HUD or the BRA reasonably withholding its consent to such substitution, or if such sale by the Credit Institutions to a third party occurs after Completion of the Project, then, so long as such sale is a bona fide sale to an unrelated third party, the amount to be repaid on the UDAG Note in full satisfaction thereof shall be the amount by which the proceeds of such sale exceed the Credit Institutions' Investment, not to exceed the outstanding principal balance of, and accrued and unpaid interest on, the UDAG Note. If the amount of such excess is less than the amount that would otherwise be due on the UDAG Note, then, as additional consideration for the satisfaction thereof, the deed to such third party shall contain the restriction that the Project shall be used in a manner consistent with the use requirement set forth in Section 3(c) of this Agreement for a period of five (5) years following Completion of the Project.

The term "Credit Institutions' Investment" shall mean all sums secured by the Priority Mortgages as of the time of acquisition of the Project by the Credit Institutions plus all additional amounts advanced in connection with the Project by the Credit Institutions, plus interest on all such sums at the rate of interest provided in the Priority Mortgages, less any sums deemed repaid as debt service as contemplated by Section 8(a), to the extent received by the Credit Institutions.

(d) If a sale to and substitution of a third party is made in accordance with the terms of Section 8(b) above, the UDAG Mortgage shall, at the election of the Credit Institutions, be subordinated to a purchase money mortgage in favor of the Credit Institutions so long as the amount of such purchase money mortgage does not exceed the Credit Institutions' Investment.

(e) If the Credit Institutions succeed to all or any part of the interest of BDG in the Project, then the date provided in Section 6(e) of this Agreement beyond which costs incurred will not be reimbursed hereunder, and by which drawdown must be complete, and by which Grant Funds must be expended so as not to be subject to recapture by HUD, as set forth in Exhibit E(V)(a)(1)(ix) of the Grant Agreement, and the Completion Date, shall all be extended by nine (9) months.

(f) The Credit Institutions shall be given written notice by the BRA of any default by BDG or CEDC under this Agreement,

the UDAG Note, the UDAG Mortgage, and any other instrument given to evidence or secure the obligations of BDG or CEDC hereunder, and shall have thirty (30) days after receipt of such notice, or such longer time as is reasonably necessary, to cure such default on behalf of such party prior to the exercise by the BRA or any other party of any remedies on account of such default.

(g) The BRA hereby agrees to exhaust any and all remedies it might have against either or both of BDG and CEDC prior to seeking to obtain repayment of the Loan or performance of any other obligation under this Agreement from any of the Credit Institutions, whether or not any of the Credit Institutions shall have succeeded to any or all of the interest of BDG in the Project.

9. PROTECTION OF THE BRA'S MORTGAGE INTEREST

(a) The BRA acknowledges that the UDAG Mortgage shall be subject and subordinate to the liens of the mortgages set forth in Exhibit H hereto by either or both of CEDC and BDG, as mortgagors, to the respective mortgagees described in said Exhibit H (the "Priority Mortgages"). BDG and CEDC shall pay, when due, all payments due under any respective Priority Mortgage to which they are a party, and all sums for labor, materials, fixtures, equipment, supplies, and services used or purchased in connection with construction, maintenance, and operation of the Project, and BDG and CEDC shall at all times keep, the Project property free from any attachment, lis pendens, mechanics' or other liens or notices arising from the furnishing of labor or materials, and from all other liens and encumbrances of any kind, except as permitted by this Agreement and as may otherwise be authorized in writing by the BRA. Notwithstanding the foregoing provisions of this Section 9(a), the existence of an attachment, lis pendens, or other such lien or notice for a period not in excess of thirty (30) days shall not be deemed to be a default of CEDC or BDG hereunder if there shall be no cessation of construction or operation of the Project and neither CEDC nor BDG is otherwise in default and shall proceed promptly to cause such attachment, lis pendens, lien, or notice to be removed, but the BRA shall not be obligated to make any advance while such attachment or lis pendens remains outstanding, unless a bond, title insurance or other security reasonably satisfactory to the BRA is provided. A bond or other security satisfactory to the Credit Institutions and the Trustee shall be satisfactory to the BRA hereunder.

(b) Except as hereinafter limited, the BRA may, after giving CEDC and BDG ten (10) business days prior written notice, pay such amount as may be necessary to cause to be discharged any encumbrances, any sums due or claimed to be due for labor or materials furnished, and any other sums which in the opinion of the BRA or its attorneys it is expedient to pay in order to secure its interest in the Project, and may take such other and further action, as it may reasonably deem necessary to protect

the Loan to CEDC. The BRA will not pay any sum as to which CEDC or BDG informs the BRA there is a bona fide dispute, provided the BRA reasonably determines that the failure to pay such amount will not impede or prevent performance by CEDC and BDG of their obligations hereunder and, as to future advances hereunder, the BRA is reasonably satisfied that it has or can be given such assurances against such unpaid claims as it may require. Any moneys so paid may be charged against sums due CEDC or BDG hereunder as the BRA may see fit or may otherwise be collected from CEDC, and CEDC agrees to repay to the BRA all such moneys, notwithstanding that the aggregate indebtedness of the Borrower to the BRA hereunder may exceed the aggregate amount which the BRA is obligated to advance under this Agreement.

(c) Without limiting the generality of the foregoing, the BRA may make any payment it deems necessary or expedient to cure any default by BDG or CEDC under any of the Priority Mortgages for the purposes and upon the terms and conditions set forth in of this Section 9(b). BDG and CEDC shall obtain an agreement by the holders of the Priority Mortgages to give to the BRA notice of any default by BDG or CEDC thereunder and the opportunity to cure such default within the same cure period given to BDG or CEDC.

(d) CEDC and BDG shall execute such instruments as the BRA may from time to time request to perfect any security interest of the BRA arising under this Agreement, the UDAG Note, or the UDAG Mortgage.

10. ASSIGNMENT OF AGREEMENT

Neither CEDC nor BDG shall suffer any attachment, whether by trustee process or otherwise, to be made or attempted against its interest in this Agreement or any payment hereunder and shall not, without prior written consent of the BRA, assign or transfer this Agreement or any interest herein or right to payment hereunder except for an assignment to the Trustee or the Credit Institutions to secure loans made to finance the construction of the Project Improvements.

11. TRANSFER OF PROJECT

Neither CEDC nor BDG shall, without the prior written approval of the BRA, make or permit any sale (except to BDG pursuant to the exercise of a purchase option contained in the Master Lease), conveyance, assignment, encumbrance (except the encumbrances set forth in the BRA's policy of title insurance referred to in Section 5(h) and as otherwise permitted hereby) sublease (except as contemplated by the Master Lease and Section 2(e) hereof and, if required, approved by the Credit Institutions and the Trustee), extension of a lease or sublease (except as contemplated by the Master Lease and Section 2(e) hereof and, if required, approved by the Credit Institutions and the Trustee), or other transfer or disposal of all or any part of their

respective legal or beneficial interests in any of the Project property or interests included therein which are described in the UDAG Mortgage as security for the performance of CEDC's obligations under the UDAG Mortgage, the UDAG Note, and this Agreement.

12. INSPECTION OF PROJECT

Representatives of the BRA shall, upon reasonable notice have the right to enter upon any of the Project property during reasonable business hours and, subject to the rights of subtenants and occupants of the Project, to inspect the progress of the Project Improvements and materials on the Project property, and, after Completion of the Project, to inspect for compliance with the terms of this Agreement. In accordance with Section 9.08 of the Grant Agreement, any duly authorized representative of HUD shall, upon reasonable notice, during reasonable business hours and subject to the rights of subtenants and occupants of the Project, have access to the Project until the completion of all closeout procedures respecting the UDAG Grant.

13. BOOKS AND RECORDS

CEDC and BDG shall keep and maintain, and shall give access to the BRA and its representatives during reasonable business hours to inspect, copy, audit and examine, accurate books, records, accounts and other documents relating to the Project, including but not limited to those relating to receipt and disbursement of the Loan, to costs of constructing, rehabilitating, and equipping the Project, and to construction hiring, and shall give similar rights of access to HUD and the Comptroller General of the United States until the completion of all closeout procedures respecting the UDAG Grant and the final settlement and conclusions of all issues arising out of the UDAG Grant.

14. REPORTS

CEDC and BDG shall cooperate with the BRA and the City in preparing in a timely manner all reports required to be filed in connection with the UDAG Grant and in accordance with any directives of HUD or any statute, rule, or regulation of HUD.

15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS

BDG and CEDC shall conform to and comply with all applicable restrictions, building codes and zoning ordinances, rules, executive orders, and regulations (as they may be affected by applicable variances) of the United States, the Commonwealth of Massachusetts, and the City, and of any other governmental division, board, or officer having jurisdiction over the Project property or activities; provided however, that BDG and CEDC shall have the right to contest the same by appropriate legal proceedings.

16. ENVIRONMENTAL REGULATIONS

(a) In order to avoid or minimize damage to the environment resulting from construction of the Project Improvements, BDG and CEDC shall during all phases of construction activity comply with the "Regulations for the Control of Noise" and "Regulations for the Control of Atmospheric Pollution" promulgated by the City of Boston Air Pollution Control Commission.

(b) No abrasive blasting of exterior or interior building surfaces shall be conducted at the Project unless an application for an Abrasive Blasting Permit has first been approved by the City of Boston Air Pollution Control Commission.

(c) BDG and CEDC shall use their best efforts to encourage subtenants of the Building to schedule their work shifts and to encourage and facilitate carpooling, vanpooling, and use of public transit by such subtenants' employees, so as to reduce peak-period traffic congestion in the vicinity of the Project.

17. INSURANCE

(a) Until the expiration or termination of this Agreement, BDG shall keep all of the insurable property and equipment in respect of the Project insured by fire and extended insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property and equipment in the City. Such insurance shall be in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than Eighty Percent (80%) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the BRA, the Credit Institutions, the Trustee, CEDC and BDG, as their respective interests may appear. The BRA agrees that insurance with companies and in amounts satisfactory to the Credit Institutions and the Trustee shall be satisfactory to the BRA.

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the BRA until after at least ten (10) days prior notice has been given to the BRA to the effect that such insurance policies are to be cancelled, changed or terminated at a particular time. Certificates of such policies shall be filed with the BRA prior to the first advance of any Loan proceeds under this Agreement, and certificates of each renewal policy shall be filed with the BRA at least thirty (30) days prior to the expiration of the policy it renews.

(b) If BDG at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the BRA at its option, may upon ten (10) days prior written notice to BDG and to CEDC procure or renew such insurance, and all amounts of money paid therefor by the BRA shall be payable by CEDC to the BRA, with interest thereon at the then current rate charged to the BRA for Loan funds.

18. NON-DISCRIMINATION

(a) Neither CEDC nor BDG shall discriminate upon the basis of race, color, sex, age, religion, or national origin in the sale, lease, rental, use, or occupancy of the Project property or any part thereof.

(b) Neither CEDC nor BDG shall discriminate against any employee or applicant for employment in connection with the Project because of race, color, sex, age, religion or national origin. CEDC and BDG shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, religion or national origin with respect to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training or apprenticeship, and all other aspects of employment. CEDC and BDG shall further carry out the requirements of (1) the BRA's "Equal Opportunity Compliance Policy" adopted June 12, 1975, and (2) the "Commonwealth of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program" dated December 2, 1975, and (3) the City's "Supplemental Minority Participation and Resident Preference Section" dated January 7, 1980. CEDG and BDG shall post in conspicuous places, available to employees and applicants for employment, suitable notices setting forth the provisions of this non-discrimination clause.

(c) CEDC and BDG shall include the provisions of Section 18(b) in every employment contract, whether union or non-union, and in every construction contract and management contract with respect to the Project, and shall require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. CEDC and BDG shall take such action with respect to any construction contract, subcontract, or management contract as the BRA may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance.

19. COMPLIANCE WITH TERMS OF GRANT AGREEMENT

CEDC shall observe and perform, or obligate BDG to observe and perform all of the provisions, not already specifically referred to herein, of Article IX, "Third Party Contract Require-

ments", of the Grant Agreement, and of every other Article and Exhibit of the Grant Agreement pertaining to CEDC as a "Participating Party" thereunder, all of which provisions are incorporated herein by reference as if fully set forth herein in the form required pursuant to said Article IX and such other applicable provisions of the Grant Agreement.

20. DEFAULT

(a) The occurrence of any of the following shall be an event of default under this Agreement:

(1) BDG shall fail to complete the Project Improvements by the Completion Date, as the same may be extended by written agreement of the parties hereto; or

(2) CEDC or BDG shall fail to use their best efforts to create and maintain the numbers and kinds of permanent new jobs as set forth in Section 3(a) of this Agreement, except that for the purpose of determining default as to the time for creation of jobs under said Section 3(a), the time shall be extended to _____ () months from the date of this Agreement for Fifty Percent (50%) occupancy and extended to _____ () months from the date of this Agreement for One Hundred Percent (100%) occupancy; or

(3) CEDC or BDG shall fail in any material respect to comply with the non-discrimination provisions of Section 18 of this Agreement; or

(4) The continuance for ninety (90) days, or for thirty (30) days after receipt by BDG and CEDC of written notice from the BRA, of any failure in the payment of any sum due under the UDAG Note; or

(5) CEDC or BDG shall make any unauthorized assignment or transfer of their respective interests in this Agreement in violation of Section 10 hereof; or

(6) CEDC or BDG shall make any unauthorized sale, lease, sublease, assignment, or other transfer of any of the Project property as prohibited by Section 11 hereof; or

(7) The institution by CEDC or BDG, or any guarantor of either of their respective obligations hereunder, of any proceeding under the Federal Bankruptcy Code, or any other bankruptcy or insolvency law, in which such party is alleged to be insolvent or unable to pay its debts as they mature; the making of an assignment or trust mortgage for the benefit of their respective creditors; or the institution of any such proceedings against such party; or the appointment of a receiver for a substantial portion of the property of such party; or the entering of any order in any proceeding by or against such party decreeing or permitting the dissolution of such party or the winding-up of its affairs, which proceedings or

receivership or order remain undischarged for a period of ninety (90) days; or

(8) CEDC or BDG shall fail to purchase or maintain insurance as required by Section 17 of this Agreement; or

(9) Any representation or warranty made by or for CEDC or BDG in this Agreement or to be furnished to the BRA by or for CEDC or BDG pursuant to this Agreement shall prove to have been false in any material respect when made or furnished; or

(10) A material failure by BDG or CEDC in the performance, keeping, or observing of any other covenant, condition, or agreement contained in any Priority Mortgage, this Agreement the UDAG Note, the UDAG Mortgage or the UDAG Security Agreement continuing beyond any applicable notice, grace and grace period.

(b) Except in the event of the continuance for ninety (90) days of any failure in payment of sums due under the UDAG Note as described in Section 20(a)(4), the BRA shall give written notice to CEDC and BDG of any event of default hereunder. If such event of default shall not have been cured within thirty (30) days after receipt of such notice (or, except with respect to the events of default described in Sections 20(a)(5) and 20(a)(6), if such event of default is such that it cannot be cured within said thirty (30) day period, reasonable action has not been commenced by CEDC or BDG within said period to cure the same and thereafter continued diligently until such default is cured), then the BRA shall have the remedies provided in Section 21 of this Agreement. BDG shall have the right to cure or attempt to cure any default by CEDC described in this Section 20, subject to the terms and provisions hereof.

(c) In the event the BRA shall declare the accrued interest on and principal of the UDAG Note to be immediately due and payable by reason of the continuance for ninety (90) days of any failure in payment of sums due under the UDAG Note as described in Section 21(a)(4), such declaration shall not be effective if, within five (5) business days from the date of delivery thereof, CEDC or BDG shall have cured such failure.

(d) For the purposes of any of the provisions of this Agreement, neither CEDC, BDG nor the BRA, as the case may be, shall be considered in breach or default of its obligations in the event of unavoidable delay in the performance of such obligations due to causes reasonably beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes. In the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay, provided, that the party seeking the benefit of the provisions of this Section 20(d) shall, within a

reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In no event shall any financing difficulty be a cause for an extension hereunder, except for a delay by any of the BRA, the Trustee or the Credit Institutions in approving a request for an advance hereunder or under the IRB or any other source of financing for the Project Improvements, or a delay by HUD or the City in making Grant Funds available to the BRA to advance to BDG hereunder.

21. REMEDIES IN EVENT OF DEFAULT

(a) In the event of any default as defined in Section 20 of this Agreement, and subject to the provisions of said Section 20 for notice, grace and cure periods, the BRA may (subject to the rights of the Trustee and the Credit Institutions):

(1) Terminate this Agreement;

(2) Suspend or terminate the advances required by Section 6 of this Agreement (except as to any advance pursuant to a requisition made prior to the existence of an event of default hereunder);

(3) Declare the accrued interest and principal on, and any other sums due under, the UDAG Note to be immediately due and payable;

(4) Exercise any right or remedy available to the BRA under the UDAG Mortgage; and

(5) Exercise any other right or remedy available to the BRA under any other instrument or at law or in equity, including actions or proceedings to compel specific performance and payment of all damages, expenses, and costs.

(b) CEDC shall pay to the BRA all reasonable costs and expenses, including attorneys' fees, and the amounts of all judgments and decrees, which may be incurred by the BRA in any proceedings brought to enforce the obligations of CEDC set forth in this Agreement, the UDAG Note, and the UDAG Mortgage, and all amounts so incurred may, at the BRA's option, be added to the debt evidenced by the UDAG Note.

(c) In the event and during the continuation of any default by CEDC or BDG in the payment when due of the principal of (or premium, if any) or any interest on any Superior Debt, as defined below, or any default (as defined in the instrument evidencing, establishing or securing such Superior Debt) which with notice or the passage of time, or both, would permit any holder or holders of the Superior Debt to accelerate the maturity thereof, of which default written notice shall have been given to CEDC or BDG by any holder of such Superior Debt under the terms of such instrument, CEDC shall not be

obligated to make any payments on account of the principal of, or interest on, the UDAG Note.

In the event payment of the UDAG Note is accelerated because of the occurrence of any event of default (under circumstances when the provisions of the preceding paragraph shall not be applicable) the holders of Superior Debt outstanding at the time the UDAG Note becomes due and payable because of such occurrence of an event of default shall be entitled to receive payment in full of all principal of (and premium, if any) and interest on all Superior Debt, payment of which is then due by maturity or is accelerated thereby, before the BRA is entitled to receive any payment on account of the principal of, or interest on, the UDAG Note.

The term "Superior Debt" means the indebtedness of CEDC or BDG secured by any of the Priority Mortgages, and any indebtedness of CEDC or BDG incurred in connection with the refinancing of such Priority Mortgages. Nothing in this Section 21(c) shall affect or impair in any fashion the rights of the BRA as holder of the UDAG Mortgage.

(d) In the event of a default as defined in Section 20(a)(7) of this Agreement, any payment to the BRA hereunder shall be made only from general assets of CEDC or BDG which remain after payment, or adequate provision for payment, of all other indebtedness of CEDC or BDG, as the case may be. All other indebtedness includes, without limitation, liabilities to any bank, lessor, vendor, customer, employee, and general creditor of CEDC or BDG, and tax or other liabilities to any governmental entity. Nothing in this Section 21(d) shall affect or impair in any fashion the rights of the BRA as holder of the UDAG Mortgage.

22. CONSISTENCY WITH NOTE AND MORTGAGE

Any provision of this Agreement which may be inconsistent with any provision of the UDAG Note, the UDAG Mortgage, or any other instrument given to secure the UDAG Note or this Agreement, shall nevertheless be given full force and effect and be controlling over such provisions of the UDAG Note, the UDAG Mortgage, or other such instrument.

23. NONRECOURSE

Notwithstanding any contrary provision hereof, the Loan contemplated hereby shall be made without recourse to the personal assets of any general or limited partner of BDG, nor any of BDG's successors or assigns, and without recourse to any of the assets of CEDC as a Massachusetts corporation, or any of its successors or assigns, excepting only its interests in the Building. In no event shall CEDC or any of its officers, directors, agents or employees, or any general or limited partner or BDG have any personal liability for the payment of any sum of money which is or may become payable by CEDC or BDG, as the case may be, hereunder or under any other document or instrument given by CEDC or BDG in connection herewith,

and the BRA agrees to look only to the assets of BDG or CEDC specified herein for any such payment. Nothing herein shall impair the personal liability of the Guarantors under the Guaranty of Completion.

24. RIGHTS AND REMEDIES CUMULATIVE

The respective rights and remedies of the BRA, CEDC, BDG, and the City, whether provided by this Agreement, the UDAG Note, the UDAG Mortgage, any other instrument given to secure the UDAG Note or this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise, at the same or different times, of any other such rights or remedies.

25. WAIVERS

No course of dealing by the BRA, or delay in accelerating the maturity of the UDAG Note following any default or in taking any other action with respect to any default shall affect the BRA's rights later to so accelerate the Note or take such action, and no waiver of any provision or condition of this Agreement or of the UDAG Note or of the UDAG Mortgage shall affect any other such provision or condition not specifically waived, nor shall such waiver in any instance be construed as a waiver of the same provision or condition in other or subsequent instances.

26. AMENDMENT

This Agreement may not be waived, changed, or discharged orally, but only by a written agreement signed by the party against whom enforcement of such waiver, change, or discharge is sought, and shall be subject to the prior written approval of the Credit Institutions, which approval shall not be unreasonably withheld or delayed.

27. SEPARABILITY

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

28. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the public body or bodies succeeding to the interests of the BRA and the

City and, subject to the provisions hereof, CEDC, BDG and the Credit Institutions.

29. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of BDG, CEDC or the BRA, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

The BRA:	Boston Redevelopment Authority One City Hall Square Boston, Massachusetts 02201 Attention: Director
with a copy to:	Chief General Counsel Boston Redevelopment Authority One City Hall Square Boston, Massachusetts 02201
CEDC:	Chinese Economic Development Council, Inc. 31 Beach Street Boston, Massachusetts 02111 Attention: Executive Director
with a copy to:	Elliot M. Surkin, Esq. Hill and Barlow 225 Franklin Street Boston, Massachusetts 02110
BDG:	Boylston Development Group Limited Partnership c/o The Bay Group 99 Bedford Street Boston, Massachusetts 02111 Attention: Mr. Robert H. Yelton, General Partner
with a copy to:	Michael D. Sinclair, Esq. Mintz, Levin, Cohn, Ferris Glovsky and Popeo, P.C. One Center Plaza Boston, Massachusetts 02108
The Credit Institutions:	The First National Bank of Boston 100 Federal Street Boston, Massachusetts 02110 Attention: John F. Shea, Real Estate Division

with a copy to:

Alan R. Rottenberg, Esq.
Goulston & Storrs
One Federal Street
Boston, Massachusetts 02110

All notices, approvals, instructions, authorizations, determinations, waivers, or other actions required or permitted under this Agreement on the part of the BRA shall be by its Director or any person designated by him or her.

30. SECTION TITLES TO BE DISREGARDED

The titles of the several Sections of this Agreement are for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, sealed, and delivered in four (4) counterparts by their respective duly authorized representatives, as of the date first written above.

CHINESE ECONOMIC DEVELOPMENT COUNCIL, INC.

By: _____

Thomas Swaim, Acting
Executive Director

BOYLSTON DEVELOPMENT GROUP LIMITED
PARTNERSHIP

By: _____

Robert H. Yelton, General Partner

By: _____

Harry M. Standel, General Partner

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Robert J. Ryan, Director

EXHIBIT A

Eligible Project Costs

1. Core and Shell Work, as defined in the Master Lease, not including overhead and profit;
2. All general requirements for the construction contracts for Core and Shell Work;
3. Construction cost contingencies for Core and Shell Work;
4. Architectural, engineering and space planning fees and expenses for the Project;
5. Legal, accounting, and other professional fees and expenses, and administrative and organizational costs and expenses with respect to the Project;
6. Marketing costs with respect to the Project;
7. Construction period interest on the IRB and the Loan, and initial issuance and construction period letter of credit fees to the Credit Institutions;
8. Costs of appraisals;
9. Mortgage brokerage fees to Boston Financial Technology Group, Inc.;
10. Construction period real estate taxes; and
11. Funding an operating guarantee reserve of up to \$400,000 with respect to the Project.

EXHIBIT B

Plans and Specifications

1. Plans prepared by the Architect, dated June 18, 1983, numbered X-1 to E-11, entitled "The China Trade Center at the Boylston Building".
2. Specifications prepared by the Architect, dated June 18, 1983, entitled "The China Trade Center at the Boylston Building/83-09".

EXHIBIT C

MORTGAGE

CHINESE ECONOMIC DEVELOPMENT COUNCIL, INC., a Massachusetts non-profit corporation with offices at 31 Beach Street, Boston, Massachusetts 02111 ("Mortgagor", which term wherever used in this Mortgage shall include its successors and assigns), for consideration paid, hereby GRANTS unto the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and organized under the laws of Massachusetts with offices at City Hall, Boston ("Mortgagee", which term wherever used in this Mortgage shall include its successors and assigns), with MORTGAGE COVENANTS, (i) that certain parcel of land commonly known and numbered 651-657 Washington Street and 2-22 Boylston Street, Boston, Suffolk County, Massachusetts, and more particularly described in Exhibit A hereto, and (ii) all buildings, structures and improvements now or hereafter existing thereon (the "Mortgaged Premises") to secure payment of One Million One Hundred Three Thousand and No/100 Dollars (\$1,103,000.00) as set forth in a Promissory Note, of even date herewith, from Mortgagor to Mortgagee (the "Note"), with interest thereon, or such part thereof as shall from time to time remain unpaid, all payable as provided in, and subject to the terms and conditions of, the Note and a Project Loan Agreement, of even date herewith, (the "Project Loan Agreement") among Mortgagor, Mortgagee and Boylston Development Group Limited Partnership, a Massachusetts limited partnership with offices at 99 Bedford Street, Boston, Massachusetts 02111 ("BDG"), and to secure payment and performance of all other debts, loans and liabilities of any nature, direct or indirect, absolute or contingent, owed or to be owed to Mortgagee by Mortgagor or any endorser, sureties or guarantors of the Note.

The MORTGAGE COVENANTS shall also pertain to, insofar as they are, or can by agreement of the parties be made, a part of the realty, all of the following articles owned by Mortgagor now or hereafter on the Mortgaged Premises or used therewith: Portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ice making, ventilating and air conditioning apparatus and equipment, boilers, stoves, tanks, motors, pumps, sprinkler and fire extinguishing systems, alarm systems, and other fixtures whether or not included in the foregoing enumeration.

Mortgagor also GRANTS, with MORTGAGE COVENANTS:

- A. All rents from the Mortgaged Premises from time to time accruing, whether under leases, subleases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents; and
- B. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged

Premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or the improvements thereof or any part thereof, including any award for change of grade of streets, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive all such judgments, awards of damages and settlements, and subject to the further terms and conditions set forth below. .

This Mortgage is subject and subordinate to the mortgages set forth in Exhibit B hereto (the "Priority Mortgages") and the rights of Mortgagee hereunder are subject and subordinate to the rights of the mortgagees under the Priority Mortgages.

Mortgagor covenants and agrees with Mortgagee that:

1. Mortgagor is lawfully seized of a fee simple estate in the Mortgaged Premises and has good right, full power and lawful authority to sell and convey the same in the manner aforesaid; and that such estate is free and clear of all encumbrances, subject to those matters set forth in Exhibit C hereto ("Permitted Encumbrances").
2. Mortgagor will pay the Note and interest and any premium or penalty thereon as the same shall become due and payable, and will pay such other indebtedness for which Mortgagor may be liable to Mortgagee with respect to the Mortgaged Premises.
3. Mortgagor will protect and maintain or cause to be maintained in good order, repair and condition at all times, the buildings, structures and other improvements now or hereafter a part of the Mortgaged Premises, and any additions and improvements thereto, and the utility services, the parking areas and access roads, and all building fixtures now or hereafter acquired by Mortgagor and used in connection with the Mortgaged Premises and subject to the lien of this Mortgage, promptly replacing any of the aforesaid which may become lost, destroyed or unsuitable for use with any property of similar character.
4. Mortgagor will keep or cause to be kept insured the Mortgaged Premises as required in the Project Loan Agreement. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to assign any policy in the event Mortgagee takes possession of the Mortgaged Premises or any part thereof.
5. If the Mortgaged Premises, or any part thereof, shall be damaged or destroyed, Mortgagor shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or

destruction. Subject to the requirements of any Priority Mortgage, all proceeds of any such claim and any other monies provided for the construction, restoration or repair of the Mortgaged Premises shall be deposited in full in a separate account of Mortgagor, and the insurance proceeds and any other proceeds so collected shall, to the extent practicable, be used and expended for the purpose of fully repairing or reconstructing the Mortgaged Premises which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance proceeds and other proceeds may permit. Subject to the requirements of any Priority Mortgage, any such proceeds not so used, or any excess proceeds after such repair or reconstruction has been completed, shall, at the option of Mortgagee, be retained by Mortgagor or shall be applied to the indebtedness secured hereby in such manner as Mortgagee may elect.

6. Subject to the requirements of any Priority Mortgage, awards of damages which may be made on account of any condemnation for public use of or injury to the Mortgaged Premises shall be deposited in full in a separate account of Mortgagor, and all proceeds of such awards shall, to the extent practicable, be used and expended for the purpose of repairing or reconstructing that part of the Mortgaged Premises which remains to the extent that such proceeds may permit. Subject to the requirements of any Priority Mortgage, any such proceeds not so used, or any excess proceeds after such repair or reconstruction has been completed, shall, at the option of Mortgagee, be retained by Mortgagor or shall be applied to the indebtedness secured hereby in such manner as Mortgagee may elect.
7. Mortgagor will not commit or suffer any strip or waste of the Mortgaged Premises or any violation of any law, rule, regulation, ordinance, license or permit, or the requirements of any licensing authority affecting the Mortgaged Premises or any business conducted thereon, and will not commit or suffer any demolition, removal or material alteration (except as contemplated by the Project Loan Agreement) of any of the Mortgaged Premises without the written consent of Mortgagee, which will not be unreasonably withheld, and will not violate nor suffer the violation of the covenants and agreements, if any, of record against the Mortgaged Premises. Mortgagor will timely obtain and do or cause to be obtained and done anything required to keep in force any and all permits, licenses and approvals, however denominated, required to erect and maintain the improvements on the Mortgaged Premises provided for in the Project Loan Agreement and to use the Mortgaged Premises for the uses required by the Project Loan Agreement.
8. Mortgagor agrees that it will not sell, transfer or encumber the Mortgaged Premises, except for the Permitted

Encumbrances and as permitted under the Project Loan Agreement.

9. Mortgagor will pay or cause to be paid all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this instrument before such a prior lien may attach or which may result in conferring upon a tenant or sub-tenant of any part or all of the Mortgaged Premises a right to recover such sums as prepaid rent, except as permitted under the Project Loan Agreement or as otherwise permitted by Mortgagee.
10. If Mortgagor shall neglect or refuse (a) to maintain and keep in good repair the Mortgaged Premises or any part thereof as required by this instrument, or (b) to maintain and pay the premiums for insurance which may be required by this instrument, or (c) subject to its right to contest the same as set forth in Section 20 hereof, to pay and discharge all assessments and charges of every nature and to whomever assessed, as required by this instrument, or (d) to pay the sums required to be paid in Paragraph 9, or (e) to satisfy any other terms or conditions of this instrument, Mortgagee may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said assessments, charges and sums, incur and pay reasonable amounts in protecting its rights hereunder and the security hereby granted, pay any balance due under any conditional agreement of sale of any property included as a part of the Mortgaged Premises, and pay any amounts as Mortgagee deems necessary or appropriate to satisfy any terms or condition of this Mortgage, which Mortgagor shall have failed to satisfy, or to remedy any breach of such terms or condition. In such event, any amounts of expenses so paid or incurred, together with interest thereon from the date of payment by Mortgagee at the same rate as then currently paid by Mortgagee for borrowing money, shall be immediately due and payable by Mortgagor to Mortgagee and until paid may be added to and become a part of the principal debt secured hereby, and the same may be collected as part of said principal debt in any suit hereon or upon the Note. No payment by Mortgagee shall relieve Mortgagor from any default hereunder or impair any right or remedy of Mortgagee consequent thereon.
11. If any action or proceeding be commenced to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding Mortgagee is made a party by reason of the execution of this Mortgage, by reason of any obligation which it secures, or by reason of entry or any other action under this Mortgage, or if it becomes necessary in connection with legal proceedings or otherwise to defend or uphold the lien of this Mortgage or any act taken under this Mortgage against any third party, all sums paid or incurred by Mortgagee for the expense of any litigation or otherwise, in connection with any rights created by this Mortgage,

shall be paid by Mortgagor, or may at the option of Mortgagee be added to the debt secured hereby.

12. Mortgagee shall, in addition to all other rights, be subrogated for further security to the lien, although released of record, of any and all encumbrances on the Mortgaged Premises or any part thereof, to the extent satisfied by funds of Mortgagee, whether paid out of the proceeds of the loan secured by this Mortgage or otherwise.
13. Mortgagor will perform every obligation as landlord under the Lease Agreement, dated December __, 1983 (the "Master Lease"), between Mortgagor, as landlord, and BDG, as tenant, with respect to the Mortgaged Premises, notice of which has been recorded simultaneously herewith, and will enforce every obligation of BDG thereunder.
14. Upon request, Mortgagor will assign to Mortgagee as security for the mortgage debt, the lessor's interest in any and all leases, rental or occupancy agreements now or hereafter outstanding, and Mortgagor's interests in all agreements, contracts, licenses and permits hereafter outstanding, affecting the Mortgaged Premises, such assignments to be made by instruments in form satisfactory to Mortgagee and authorizing Mortgagee, in the event of foreclosure, to sell and assign said interest to the purchaser at foreclosure, but no such assignment shall be construed as a consent by Mortgagee to any sublease, agreement, contract, license or permit so assigned, or to impose upon Mortgagee any obligations with respect thereto. Mortgagor hereby revocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such assignment on behalf of Mortgagor which Mortgagor fails or refuses to do.
15. Mortgagor will promptly cause this Mortgage to be recorded or registered at such times and places as may be required by law or deemed advisable by Mortgagee to create, preserve or protect the lien hereof upon the Mortgaged Premises or any part thereof; and Mortgagor will from time to time do and cause to be done all such things as may be required by Mortgagee or required by law therefor. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Mortgagor which Mortgagor fails or refuses to do pursuant to this Section 15.
16. Mortgagee may, without notice to any persons, deal with any successor in interest of Mortgagor herein regarding this Mortgage and the debt hereby secured in all respects as it might deal with Mortgagor herein, without in any way affecting the liability hereunder or upon the debt hereby secured by any predecessor in interest of the person so

dealt with; and no sale of the Mortgaged Premises, nor any forbearance on the part of Mortgagee, nor any extension by Mortgagee of time for payment of the debt hereby secured, shall operate to release, discharge, modify, change or affect the original liability of any predecessor in interest of the owner of the equity of redemption at the time of such sale, forbearance or extension.

17. Subject to the provisions of Paragraph 18, upon the breach of any covenant of Mortgagor contained herein or of Mortgagor or BDG contained in the Project Loan Agreement, and the expiration of any applicable notice, grace and cure period, then in any of such events, at the option of Mortgagee, the entire debt secured by this instrument shall become immediately due and payable without further notice.
18.
 - a. All or any of the mortgagees under any of the Priority Mortgages (the "Credit Institutions") shall be entitled, upon succeeding to any of the interest in the Mortgaged Premises of BDG, whether by foreclosure, deed in lieu of foreclosure, or otherwise, to receive all undisbursed Grant Funds, as such term is defined in the Project Loan Agreement, upon the terms and conditions set forth therein, so long as the Credit Institutions agree in writing with Mortgagee to complete construction of the Project, as such term is defined in the Project Loan Agreement, and to repay the Loan, as such term is defined in the Project Loan Agreement, all on the terms and conditions set forth in the Project Loan Agreement. Such terms and conditions shall include, without limitation (i) that installment payments required on the Loan shall be made after payment of all debt service secured by the Priority Mortgages, which shall include payment to the Credit Institutions of a return on the Credit Institutions' Investment (as defined below) equal to the interest rate provided in the Priority Mortgages as well as after payment of all other costs and expenses of the Project, provided that any interest which would otherwise have been due and payable on the Loan shall accrue and be due and payable after the payment of then current interest due on the Loan from Net Operating Cash Flow of BDG, as such term is defined in the Note and as modified herein, or otherwise upon maturity; and (ii) that the Credit Institutions shall not be personally liable for such completion or repayment.
 - b. If the Credit Institutions determine to sell the Project to a third party, whether at foreclosure or subsequent to succession of the Credit Institutions to all or any part of the interest of BDG in the Project, Mortgagee will not unreasonably withhold its consent to substituting such third party for BDG for all purposes under the terms hereof, provided such third party enters into an agreement that is substantially similar to the Project Loan Agreement. It is understood that, in the event of such substitution, the

terms and conditions of the Mortgage relative to acceleration of the Loan upon sale of the Project shall not be applicable.

c. If any such third party is not so substituted for BDG, whether voluntarily or as a result of the United States Department of Housing and Urban Development or Mortgagee reasonably withholding its consent to such substitution, or if such sale by the Credit Institutions to a third party occurs after Completion of the Project, as such term is defined in the Project Loan Agreement, then, so long as such sale is a bona fide sale to an unrelated third party, the amount to be repaid on the Note in full satisfaction thereof shall be the amount by which the proceeds of such sale exceed the Credit Institutions' Investment, not to exceed the outstanding principal balance of, and accrued and unpaid interest on, the Note. If the amount of such excess is less than the amount that would otherwise be due on the Note, then, as additional consideration for the satisfaction thereof, the deed to such third party shall contain the restriction that the Project shall be used in a manner consistent with the use requirement set forth in Section 3(b) of the Project Loan Agreement for a period of five (5) years following Completion of the Project.

The term "Credit Institutions' Investment" shall mean all sums secured by the Priority Mortgages as of the time of acquisition of the Project by the Credit Institutions, plus all additional amounts advanced in connection with the Project by the Credit Institutions, plus interest on all such sums at the rate of interest provided in the Priority Mortgages, less any sums deemed repaid as debt service as contemplated by Section 8(a) of the Project Loan Agreement, to the extent received by the Credit Institutions. Mortgagee, by its acceptance hereof, agrees to execute and deliver any documents reasonably deemed necessary by the Credit Institutions to effectuate such subordination.

d. If a sale to and substitution of a third party is made in accordance with the terms of Section 18(b) above, this Mortgage shall, at the election of the Credit Institutions, be subordinated to a purchase money mortgage in favor of the Credit Institutions, so long as the amount of such purchase money mortgage does not exceed the Credit Institutions' Investment.

e. The Credit Institutions shall be given written notice by Mortgagee of any default by BDG or Mortgagor under the Project Loan Agreement, the Note, this Mortgage and any other instrument given to evidence or secure the obligations of BDG or Mortgagor thereunder, and shall have thirty (30) days after receipt of such notice, or such longer time as is reasonably necessary, to cure such default on behalf of such

party prior to the exercise by Mortgagee or any other party of any remedies on account of such default.

f. Mortgagee shall exhaust any and all remedies it might have against either or both of BDG and Mortgagor prior to seeking to obtain repayment of the Loan or performance of any other obligation under the Project Loan Agreement from any of the Credit Institutions, whether or not any of the Credit Institutions shall have succeeded to any or all of the interest of either or both of BDG and Mortgagor in the Project.

19. Subject to the provisions of any Priority Mortgage, Mortgagor authorizes Mortgagee, in addition to all other rights granted by law or by this instrument, whenever and so long as any default hereunder shall exist and without notice, to enter and take possession of all or any part of the Mortgaged Premises and to collect any rents therefrom as may be payable. Upon every such entry, Mortgagee may from time to time at the expense of Mortgagor make all such repairs, replacements, alterations, additions and improvements to the Mortgaged Premises as Mortgagee may deem proper and may exercise all rights and power of Mortgagor, either in the name of Mortgagor or otherwise as Mortgagee shall determine. Mortgagee may, at its option, pay and incur all expenses necessary or deemed by it appropriate for the maintenance, repair and replacement of the Mortgaged Premises, including, without limitation, payments of charges, rates, taxes, betterments, assessments, insurance premiums, charges and reasonable compensation for service of Mortgagee, its attorneys and accountants and, in addition, Mortgagee, at its option, may make payments or incur liability with respect to obligations arising prior to the date it takes possession. All obligations so paid or incurred by Mortgagee may, at Mortgagee's option, be added to the debt secured hereby or deducted from the income or receipts of the Mortgaged Premises.
20. Mortgagor shall have the right to contest the appropriate legal proceedings, but without cost or expense to Mortgagee unless Mortgagee is an adversary party in the proceedings, the validity of any laws, ordinances, orders, rules and regulations and the validity or amount of any tax, charge or assessment affecting the Mortgaged Premises or the business conducted thereon if compliance therewith or payment thereof may legally be held in abeyance without incurring any charge, lien or liability against the Mortgaged Premises and without the loss of suspension or any license, right or permit with respect to the Mortgaged Premises; and Mortgagor may postpone compliance therewith or payment thereof until the final determination of any such proceedings, provided it shall be prosecuted with due diligence and dispatch, and if any lien or charge is incurred, Mortgagor may, nevertheless, make the contest and delay compliance, provided Mortgagee is

furnished with security reasonably satisfactory to it against any loss of injury by reason of such non-compliance or delay. Security satisfactory to the holders of the Priority Mortgages shall be deemed satisfactory to Mortgagee.

21. Notwithstanding the foregoing provisions of this Mortgage, the existence of an attachment, lis pendens, or other such lien or notice for a period not in excess of thirty (30) days shall not be deemed to be a default of Mortgagor hereunder if there shall be no cessation of construction or operation of the Project and Mortgagor is not otherwise in default and shall proceed promptly to cause such attachment, lis pendens, lien, or notice to be removed, but Mortgagee shall not be obligated to make any advance under the Project Loan Agreement while such attachment or lis pendens remains outstanding unless a bond or other security reasonably satisfactory to Mortgagee is provided. A bond, title insurance or other security satisfactory to the holders of the Priority Mortgages shall be satisfactory to Mortgagee hereunder.
22. Any demand, notice or request by either party to the other shall be sufficiently given if delivered to the party intended to receive the same and receipted therefor or if mailed by registered or certified mail, return receipt requested, addressed to each party at the following addresses:

If to Mortgagee:

Boston Redevelopment Authority
City Hall
Boston, Massachusetts 02201

Attention: Director

if to Mortgagor:

Chinese Economic Development Council, Inc.
31 Beach Street
Boston, Massachusetts 02215

Attention: Thomas Swaim
Acting Executive Director

with copies to:

Boylston Development Group Limited Partnership
c/o The Bay Group
99 Bedford Street
Boston, Massachusetts 02111

Attention: Robert H. Yelton
General Partner

Elliot M. Surkin, Esquire
Hill and Barlow
225 Franklin Street
Boston, Massachusetts 02110

Michael D. Sinclair, Esquire
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Center Plaza
Boston, Massachusetts 02108

If to the Credit Institutions:

The First National Bank of Boston
100 Federal Street
Boston, Massachusetts 12110
Attention: John P. Shea
Real Estate Division

With a copy to:

Alan W. Rottenberg, Esquire
Goulston & Storrs
One Federal Street
Boston, Massachusetts 02110

or at such other address as may be stated in a notice delivered or mailed as herein provided.

23. Nothing in this instrument shall be construed as obligating Mortgagee to take any action or incur any liability with respect to the Mortgaged Premises or any business conducted thereon, and all options given to Mortgagee are for its benefit and shall be exercised in its sole discretion.
24. In case any one or more of the provisions of this Mortgage are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof.
25. No consent or waiver, express or implied, by Mortgagee to or of any default by Mortgagor shall be construed as a consent or waiver to or of any other or subsequent default. No waiver of any default or other indulgence shall be effective unless expressed in writing by Mortgagee.
26. In case any default in any condition of this Mortgage shall occur, Mortgagee, to cure such default, may apply any deposits or any sums credited by or due from Mortgagee to Mortgagor without first enforcing any other rights of Mortgagee against Mortgagor, any endorser or guarantor of the Note, or the Mortgaged Premises. No sale of the Mortgaged Premises, or forbearance on the part of Mortgagee, and no extension whether oral or in writing of the time for

the payment of the whole or any part of the debt hereby secured or any other indulgence given by Mortgagee to any person other than Mortgagor, shall operate to release or in any manner affect the original liability of Mortgagor, notice of any such extensions or indulgences being waived. In case redemption is had by Mortgagor after foreclosure proceedings have been begun, Mortgagee shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption.

27. If any provision of this Mortgage is inconsistent with any provision of the Project Loan Agreement, or with any provision of any other instrument given to secure the Project Loan Agreement, the provisions of the Project Loan Agreement shall nevertheless be given full force and effect and be controlling over such provisions of this Mortgage, or other such instrument.
28. The Security Instruments shall include the Note, this Mortgage, the Security Agreement, of even date herewith, between Mortgagor, as debtor, and Mortgagee, as secured party, and the Project Loan Agreement, together with any other instrument now or hereafter executed in favor of or delivered to Mortgagee as evidence of or further security for the debt secured hereby.
29. This instrument is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of Mortgagor contained herein and in the Note and the Security Instruments shall be kept and fully performed, for any breach of which Mortgagee shall have the STATUTORY POWER OF SALE.
30. In exercising its power of sale under this instrument Mortgagee may sell the Mortgaged Premises or any part hereof either separately from or together with the whole or any part of other collateral which may constitute security for any obligation secured by the Mortgaged Premises, also as Mortgagee may in its discretion elect.

Executed as a sealed instrument this _____ day of December, 1983.

CHINESE ECONOMIC DEVELOPMENT
COUNCIL, INC.

By: _____
Thomas Swaim
Acting Executive Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December __, 1983

On this date, appeared before me the above-named Thomas Swaim, Acting Executive Director of Chinese Economic Development Council, Inc. and executed the foregoing instrument on behalf of the said corporation and acknowledged the same to be the free act and deed of the said corporation.

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description of Mortgaged Premises

EXHIBIT B

Priority Mortgages

1. A Fee Mortgage, dated December __, 1983, by CEDC, as to the Massachusetts Industrial Finance Agency ("MIFA"), as mortgagee, which Mortgage has been assigned by MIFA to State Street Bank and Trust Company, as trustee (the "Trustee") pursuant to a Trust Indenture and Assignment of Security, dated December __, 1983 (the "Assignment");
2. A Leasehold Mortgage, dated December __, 1983, by BDG, as mortgagor, to MIFA, as mortgagee, which mortgage has been assigned to the Trustee pursuant to the Assignment;
3. A Credit Facility Mortgage and Security Agreement, dated December __, 1983, by CEDC and BDG, as mortgagors, to the Credit Institutions, as mortgagees; and
4. An Additional Advance Mortgage and Security Agreement, dated December __, 1983, by CEDC and BDG, as mortgagors, to the Credit Institutions, as mortgagees.

EXHIBIT C

Permitted Encumbrances

1. A Lease Agreement, dated December ____, 1983, between Mortgagor as landlord, and BDG, as tenant, notice of which has been recorded simultaneously herewith;
2. The Priority Mortgages;
3. [Other matters set forth in Schedule B of Mortgagee's policy of title insurance.]

EXHIBIT D

PROMISSORY NOTE

\$1,103,000.00

Boston, Massachusetts
December __, 1983

FOR VALUE RECEIVED, Chinese Economic Development Council, Inc. a Massachusetts non-profit corporation with a principal place of business at 31 Beach Street, Boston, Massachusetts 02111 ("Borrower"), promises to pay to the order of the Boston Redevelopment Authority, a public body politic organized under Chapter 121B of the General Laws of the Commonwealth of Massachusetts ("Lender"), at the principal office of Lender, City Hall, Boston, Massachusetts, or at such other place, or to such other party or parties as Lender may from time to time designate in writing, the principal sum of One Million One Hundred Three Thousand and No/100 Dollars (\$1,103,000.00) or such sum as is actually advanced to Borrower by Lender pursuant to the Project Loan Agreement, dated December __, 1983 (the "Project Loan Agreement"), among Borrower, Lender and Boylston Development Group Limited Partnership, a Massachusetts limited partnership ("BDG"), together with interest thereon at the rate set forth below, payable as follows:

(a) Simple interest on the outstanding principal amount hereof shall be payable monthly in arrears, commencing on the first day of the month following the month in which the first advance of funds is made pursuant to the Project Loan Agreement (the "Initial Advance Date") and on the first day of each month thereafter (an "Interest Payment Date"), at a rate per annum equal to one-tenth (1/10) of the Occupancy Rate, as such term is hereinafter defined, but in no event shall the interest rate hereunder be less than Four and Fifty-Three/100 Percent (4.53%) per annum or greater than Nine and Fifty/100 Percent (9.50%) per annum.

(b) The outstanding balance of the principal amount hereof shall be paid annually in installments, commencing May 1, 1984, and on each anniversary of such date thereafter (a "Principal Payment Date") until the tenth anniversary of the Initial Advance Date (the "Maturity Date"), on which date the entire outstanding principal balance hereof shall be paid in full. Each installment of principal payable hereunder shall be equal to the annual Net Operating Cash Flow, as such term is hereinafter defined, for the most recent fiscal year ending prior to the Principal Payment Date, after deducting therefrom any negative Net Operating Cash Flow from any prior fiscal year which has not previously been deducted from Net Operating Cash Flow but in no event shall any such annual installment exceed One Hundred Eight-Four Thousand and No/100 Dollars (\$184,000.00). Borrower shall have the right to pay any annual installment of principal hereof in eight (8) equal monthly installments, beginning on the Principal Payment Date and on the first day of each month thereafter.

(c) All accrued and unpaid interest on the outstanding principal balance hereof shall be paid in full on the Maturity Date.

The term "Occupancy Rate" as used herein shall mean that percentage which is equal to a fraction, the numerator of which is the Actual Gross Income of the Building, as such term is hereinafter defined, and the denominator of which is the Potential Gross Income of the Building, as such term is hereinafter defined. The Occupancy Rate shall be computed as of the end of each fiscal year of BDG, and CEDC shall cause BDG to certify such rate to the holder hereof on a date (the "Certification Date") not later than one hundred twenty (120) days after the end of each such fiscal year during the term hereof. The Occupancy Rate so certified shall be the Occupancy Rate in effect hereunder until the date of the next certification thereof by BDG. The difference between (i) the interest, if any, which would have been due and payable hereunder for the period from the end of BDG's fiscal year to the Certification Date, and (ii) the interest actually paid hereunder for such period shall be paid in eight (8) equal monthly installments beginning on the Certification Date and on the first day of each month thereafter.

The term "Potential Gross Income of the Building" as used herein shall mean the potential gross income calculated as set forth herein, which could be derived from the building (the "Building") located on the premises owned by Borrower commonly known and numbered as 651-657 Washington Street and 2-22 Boylston Street, Boston, Massachusetts (the "Property"), which Property has been leased to BDG pursuant to a Lease Agreement, dated December __, 1983 (the "Master Lease"), between Borrower, as landlord, and BDG, as tenant. For purposes of calculating the Occupancy Rate hereunder, the Potential Gross Income of the Building shall equal the product of (i) the leaseable area of the Building, which is equal to Ninety Thousand One Hundred (90,100) square feet; and (ii) the potential average annual rent per square foot of the Building, which is Fifteen and No/100 Dollars (\$15.00) per square foot per year, or One Million Three Hundred Fifty-One Thousand Five Hundred and No/100 Dollars (\$1,351,500.00) per year.

The term "Actual Gross Income of the Building" as used herein shall mean the actual annual gross income collected by BDG from Subtenants, as such term is hereinafter defined, calculated for each fiscal year of BDG during the term hereof on a cash basis in accordance with generally accepted accounting principles consistently applied. For purposes of calculating Actual Gross Income of the Building hereunder, the following items shall be excluded:

(i) Percentage rent based on any Subtenant's net or gross income, and operating cost and real property tax escalation charges paid or payable by any Subtenant;

(ii) That portion of the rent (the "IRB Rent") paid by Subtenants in the basement, first and second floors of the Building (the "Retail Space") which is attributable to debt service (including interest and amortization of principal) and letter of credit fees incurred by BDG in connection with the issuance of an industrial revenue bond, the proceeds of which are used to finance, in part, the rehabilitation of the Building (the "IRB"). The IRB Rent shall be equal to the product of (i) Twenty Five and No/100 Dollars (\$25.00) per square foot per year for each rentable square foot of the Building sublet to Subtenants in the Retail Space; and (ii) a percentage equal to the sum of (A) the annual debt service constant for the IRB; and (B) Sixteen and Sixty-Seven/100 Percent (16.67%) of the percentage of the face amount of letters of credit required by the holder of the IRB to secure the payment thereof paid by BDG as an annual fee to the issuers of such letters of credit;

(iii) Additional rent paid or payable by any Subtenant to any party other than BDG; and

(iv) uncollected and uncollectible rent payable by any Subtenant.

The term "Subtenant" as used herein shall mean occupants of the Building who are subtenants of BDG pursuant to a sublease between BDG, as sublessor, and such Subtenant, as sublessee (a "Sublease").

The term "Net Operating Cash Flow" as used herein shall mean the net income derived by BDG from the Building, determined as follows:

(a) Gross Income. The gross income derived from the Building shall be computed for each fiscal year of BDG on a cash basis, in accordance with generally accepted accounting principles consistently applied, and shall include all income received from all sources as a result of the operation of the Building, including all reductions from reserves and all net refunds, rebates, or recoveries of items not previously charged or deductible as an expense. Proceeds of any insurance recovery (except rent loss or loss of business income insurance) arising from damage or from any taking of part or all of the Building shall not be included in gross income.

(b) Deductions. From the amount of such gross income for such fiscal year, there shall be deducted the aggregate of the following: (1) Fixed Rent payable by BDG under Section 4.2.1 of the Master Lease and Additonal Rent payable under Section 4.3 of the Master Lease; (2) management fees of a managing agent, or, if the Building is operated directly by BDG, an amount equal to the cost of such operation, not to exceed customary rates for management then currently paid in the area in which the Building is located; (3) leasing commissions with respect to any Sublease

other than Subleases with the initial Subtenants of any portion of the Building (but including leasing commissions payable in connection with the renewal or extension of a Sublease with any such initial Subtenant), or, if there shall be no such commission payable in connection with the making of any Sublease, an amount equal to the commission that would have been payable to a broker for procuring such Sublease, not to exceed customary rates then currently paid in the area and in any event not to exceed Sixteen Percent (16%) of gross yearly rental income from a five (5) year Sublease; (4) cost of unreimbursed alterations for Subtenants other than costs of initial alterations for initial Subtenants of any portion of the Building (but including the costs of any subsequent alterations for such initial Subtenants); (5) current cash costs of capital improvements (other than Core and Shell Work, Tenant Finish Work (as such terms are defined in the Master Lease) and alterations for Subtenants); (6) wages, salaries and benefits paid to or on behalf of building employees engaged in the operation and maintenance of the Building, including, but not limited to, any vacation pay, hospitalization and contributions to welfare funds pursuant to customary agreements with such employees of their representatives or required by law or governmental resolutions, provided that no deduction shall be allowed for salaries paid to any person as an officer or principal of BDG or its affiliates; (7) premiums with respect to insurance policies required to be carried pursuant to the Master Lease, and with respect to all other types of insurance, including compensation insurance, reasonably deemed proper by BDG, to cover any hazard against which BDG should be insured in connection with the Building; (8) taxes, other than taxes paid as Additional Rent under Section 4.3 of the Master Lease, paid by BDG pursuant to the Master Lease; (9) uncollected amounts due from Subtenants and other uncollected debts with respect to the Building; (10) sales taxes and other taxes paid to governmental agencies with respect to utilities and payrolls of Building employees; (11) advertising expenses in connection with offering for rent space in the Building; (12) expenses incurred by BDG with respect to maintenance of the Building and of Liberty Tree Park (situated adjacent to the Building) if BDG elects to maintain said park, including, without limitation, costs of building security, common area janitorial and maintenance costs, costs of trash removal, elevator and escalator maintenance, and extermination; (13) payments to a reserve account in the amount of Forty Thousand and No/100 Dollars (\$40,000.00) per year commencing when the Occupancy Rate equals Eight-Five Percent (85%) for Subtenant improvement work or changes at Sublease turnovers until such time as such reserve equals Two Hundred Thousand and No/100 Dollars (\$200,000.00), and additional amounts, if any, which BDG deems reasonably necessary for other contingencies including, without limitation, vacancy, bad debt and litigation reserves; (14) uninsured losses and deductible amounts under insurance policies; (15) fees for legal, accounting, architectural and other professional services, and third party commissions and expenses incurred by BDG in connection with occupancy, operation, leasing, sale, financing,

refinancing or collection of income, adjustment of insured losses, and obtaining eminent domain awards, with respect to the Building; (16) interest and principal on loans (including the IRB and the loan evidenced hereby) incurred or paid by BDG in connection with initial financing or refinancing of the Building, or initial financing or refinancing of improvements made to the Building, together with expenses of procuring such loans including, without limitation, financing fees, guaranty fees and letters of credit fees, any and all other sums secured by the Priority Mortgages, as such term is defined in the Project Loan Agreement, and a return to the Credit Institutions on the Credit Institutions' Investment, as such terms are defined the Project Loan Agreement, in an amount and as otherwise as set forth in Section 8 of the Project Loan Agreement; (17) payment of principal of and interest on any operating expense loan or construction loan incurred BDG with respect to the Building, excluding repayment of loans made by general partners of BDG, and; (18) any other expenses which BDG deems reasonable or necessary in connection with the operation of the Building, properly chargeable against income, and not herein expressly excluded. Unless otherwise stated in this Paragraph (b) or agreed to in writing by the holder hereof at the time, deductions shall be limited to payments to third parties unrelated to BDG. All amounts deducted under this Paragraph (b) shall be computed on an accrual basis, in accordance with generally accepted accounting principles consistently applied.

(c) Non-Deductible Amounts. There shall not be deducted from gross income (1) depreciation, depletion, obsolescence, or amortization of the cost of, or any value attributed to, the leasehold estate created by the Master Lease; (2) taxes not payable by BDG pursuant to the Master Lease; and (3) cost of repairs to or restoration of the Building to the extent of insurance recovery.

All sums received by Lender hereunder shall be paid or applied as follows: First, to late charges hereunder; second, to any sum paid by Lender or any other holder hereof on account of any real estate tax, personal Building tax, betterment charges, or rates chargeable to, or which are or would become a lien on, the Building and any other sums due to Lender under the Mortgage, as such term is hereinafter defined, except for those sums described in the following clauses of this paragraph; third, to costs of collecting the debt evidenced hereby or preserving the security therefor; fourth, to accrued and unpaid interest hereon; and the balance to the outstanding principal balance hereof.

If any part of the principal of, or interest on, this Promissory Note shall not have been paid within fifteen (15) days from the date the same shall be due, a late charge of three percent (3%) of the amount of principal and interest overdue shall be added to the said amount. In the event of any default hereunder, there shall be added to any unpaid balance due the

cost and expenses of collection, including reasonable attorneys' fees.

Borrower shall have the right to prepay this Promissory Note, in whole or in part, at any time and from time to time, without premium or penalty.

The term "Mortgage" as used herein shall mean that certain Mortgage, of even date herewith, by Borrower, as mortgagor, to Lender, as mortgagee, with respect to the Building. The obligations of Borrower hereunder are secured by the Mortgage, the terms and conditions of which are to be kept and performed by Borrower and the same are hereby made a part hereof to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower covenants and agrees to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.

At the option of Lender, the entire outstanding balance of principal hereof and accrued and unpaid interest hereon shall become and be immediately due and payable upon demand following the continuance for ninety (90) days, or for thirty (30) days after receipt by Borrower and BDG of written notice of any failure in the payment of any interest due hereunder; or upon any event of a default as defined in, and subject to the conditions of, Section 20 of the Project Loan Agreement, including notice, grace, and cure periods as set forth therein.

The terms of this Promissory Note are subject to the provisions of the Project Loan Agreement with particular reference to the subordination provisions as set forth in Section 21(c) thereof and the same are hereby made a part hereof to the same extent and with the same force and effect as if they were fully set forth herein.

Borrower and any endorsers, sureties, and guarantors hereof agree that the liability of each of them shall be unconditional with regard to the liability of any other party, and shall not be in any manner affected by an indulgence, extension of time, renewal, waiver, or modification granted or consented to by the Lender.

Borrower and all endorsers, sureties, and guarantors hereof consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the release of the collateral or any part thereof without substitution and agree that additional makers, endorsers, guarantors or sureties may become parties hereto without notice to them and without affecting their liability hereunder.

This Promissory Note is secured by (i) a Mortgage dated December __, 1983 (the "Mortgage"), Borrower, as mortgagee, to Lender, as mortgagor; (ii) a Security Agreement, dated

December ____ 1983 (the "Security Agreement"), by Borrower, as debtor, to Lender, as secured party; and (iii) a Guaranty of Payment, dated December ____, 1983 (the "Guaranty"), by BDG to Lender.

Notwithstanding any contrary provision hereof, the obligations of Borrower hereunder are without recourse to any of the assets of Borrower as a Massachusetts corporation, or of any of its successors or assigns, excepting only the Collateral described in the Security Agreement and the Mortgaged Premises described in the Mortgage. In no event shall Borrower or any of its officers, directors, agents or employees have any personal liability for the payment of any sum of money which is or may become payable by Borrower hereunder, and Lender agrees to look only to the Collateral, the Mortgaged Premises and the Guaranty for any such payment.

This Promissory Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Executed under seal on the day and year first above noted.

WITNESS:

CHINESE ECONOMIC DEVELOPMENT
COUNCIL, INC.

By: _____

Thomas Swaim
Acting Executive Director

EXHIBIT E

SECURITY AGREEMENT

Security Agreement, dated December __, 1983 (this "Agreement"), by and between Chinese Economic Development Council, Inc., a Massachusetts non-profit corporation having an address at 31 Beach Street, Boston, Massachusetts 02111 ("Debtor"), and Boston Redevelopment Authority, a Massachusetts public body politic having an address at City Hall, Boston, Massachusetts 02201 ("Secured Party").

In consideration of a loan in the original principal amount of \$1,103,000, made by Secured Party to Debtor in connection with the financing of the rehabilitation of the building owned by debtor commonly known and numbered as 651-657 Washington Street and 2-22 Boylston Street, Boston, Massachusetts, which loan is evidenced by a Promissory Note, dated December __, 1983 (the "Note"), and secured by (i) a Mortgage, dated December __, 1983 (the "Mortgage"), by Debtor, as mortgagor, to Secured Party, as mortgagee, recorded with the Suffolk Registry of Deeds on December __, 1983 as Instrument No. __, on premises described therein (the "Mortgaged Premises"), and (ii) a Project Loan Agreement, dated December __, 1983 (the "Project Loan Agreement"), among Debtor, Secured Party, and Boylston Development Group Limited Partnership, a Massachusetts limited partnership ("BDG"), Debtor hereby grants to Secured Party a security interest in the property described below (together with all attachments and additions thereto, substitutions therefor, and replacements thereof, collectively called the "Collateral") to secure the payment and performance of all debts and other obligations, direct or indirect, absolute or contingent, now existing or hereafter owing from Debtor to Secured Party, including without limitation all indebtedness and other obligations from time to time owned by Debtor to Secured Party under the Note, the Mortgage, and the Project Loan Agreement (collectively called the "Obligations").

The Collateral consists of:

1. All fixtures owned by Debtor located at or on the Mortgaged Premises, including but not limited to all gas and electric fixtures, engines and machinery, radiators, oil burners, heaters, furnaces, heating equipment, laundry equipment, steam and hot-water boilers, stove, ranges, bathtubs, sinks, water closets, and furnishings, and all articles of personal property now or hereafter attached to or used in or about the Project which are necessary to the complete and comfortable use and occupancy of such Project for its intended use and purpose, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said Project in any manner;

2. All contract rights of Debtor and proceeds thereof which by their terms are assignable or which may be assigned without forfeiture of the rights of Debtor or of any assignee thereunder; and

3. All other properties and assets of Debtor, now owned or hereafter acquired, tangible or intangible, whether or not similar to the foregoing, and including any and all interests therein owned by Debtor, whether located at or about the Mortgaged Premises or at any other place.

Debtor warrants and covenants with Secured Party as follows:

1. Except for the security interest granted hereby and except for prior encumbrances and security interests granted pursuant to the instruments set forth in Exhibit A hereto (the "Permitted Encumbrances"), Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrance and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except the claims and demands of the holders of the Permitted Encumbrances (the "Priority Parties").

2. Except as permitted hereby or by the Project Loan Agreement, or pursuant to the exercise by BDG of an option to purchase the Mortgaged Premises contained in that certain Lease Agreement, dated December __, 1983, between Debtor, as Landlord, and BDG, as tenant, Debtor will not sell, offer to sell or otherwise transfer or encumber the Collateral or any interest therein without the prior written consent of Secured Party. However, nothing herein contained shall limit Debtor's right to incorporate the building materials and other property covered by the Mortgage in, or to use machinery and equipment and tools covered hereby in connection with, the construction on or improvement of the Mortgaged Premises.

3. Except for the financing statements perfecting the security interest created hereby and the financing statements perfecting the interests of the Priority Parties, no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. Debtor will immediately notify Secured Party in writing at its address set forth herein of any change in Debtor's address from that set forth in this Agreement, and will, upon written demand, furnish to Secured Party such further information and will execute and deliver to Secured Party such further financing statements, mortgages and other instruments, and will do all such acts and things as Secured Party may at any time or from time to time reasonably request and as may be necessary or appropriate to establish and maintain a valid security interest in the Collateral as security for the Obligations.

4. Debtor will at all times keep the Collateral insured against risks of loss or damage by fire (including so-called

extended coverage), theft and such other casualties as required by the Project Loan Agreement. Debtor shall furnish Secured Party with certificates of such insurance or other evidence reasonably satisfactory to Secured Party as to compliance with the provisions of this paragraph 4. Secured Party may act as attorney for Debtor in making, adjusting, and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

5. Except as permitted hereby and by the Project Loan Agreement, Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair; will not waste or destroy the Collateral or any part thereof; and will not use the Collateral in violation of any applicable statute, ordinance or policy of insurance thereon. Subject to the rights of tenants, subtenants and occupants of the Mortgaged Premises, Secured Party may examine and inspect the Collateral upon reasonable notice and during reasonable business hours wherever located.

6. Subject to its right to contest the same pursuant to the Project Loan Agreement, Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or any note or notes evidencing any of the Obligations.

7. Debtor will keep the Collateral on the Mortgaged Premises or at its principal place of business.

A default shall be deemed to exist upon the happening of any event of default set forth in the Mortgage or in the Project Loan Agreement, and the expiration of any applicable notice, grace and cure period (an "Event of Default").

Upon an Event of Default or at any time thereafter (such Event of Default not having previously been cured), Secured Party may at its option declare all of the Obligations to be immediately due and payable and shall then have the remedies of a secured party under the Uniform Commercial Code as enacted in Massachusetts, or other applicable law, including, without limitation, the right to take possession of the Collateral. For that purpose Secured Party may, so far as Debtor can give authority, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same. Secured Party may require Debtor to assemble the Collateral and make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least five (5) days prior written notice of the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, preparing for sale, selling, or the like shall include Secured Party's reasonable attorneys' fees

and legal expenses. Secured Party may buy the Collateral at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed price quotations, Secured Party may buy the Collateral at any private sale.

This Agreement and the security interest in the Collateral created hereby shall terminate when the Mortgage has been discharged.

A waiver of any Event of Default hereunder shall not be deemed a waiver of any other or subsequent Event of Default. All remedies herein are cumulative, and any or all thereof may be exercised in lieu of or in addition to any other remedies provided by law or under any other instrument or agreement between Debtor and Secured Party. This Agreement shall inure to the benefit of Secured Party and its successors and assigns, and shall be binding upon Debtor and its successors and assigns.

Until the occurrence of an Event of Default, Debtor shall remain in possession of the Collateral and may use the same in any manner not inconsistent with this Agreement, or with the terms and provisions of any of the Obligations.

This Agreement is subject and subordinate to the Permitted Encumbrances. The rights of Secured Party hereunder are subject and subordinate to the rights of the Priority Parties under such Permitted Encumbrances.

If any provision of this Agreement is inconsistent with any provision of the Project Loan Agreement, or with any provision of any other instrument given to secure the Project Loan Agreement, the provisions of the Project Loan Agreement shall nevertheless be given full force and effect and be controlling over such provisions of this Agreement or such other instrument.

Notwithstanding any contrary provision hereof, the obligations of Debtor hereunder are without recourse to any of the assets of Debtor as a Massachusetts corporation, or any of its successors and assigns excepting only the Collateral and the Mortgaged Premises, and in no event shall Debtor or any of its officers, directors, agents or employees have any personal liability for the payment of any sum of money which may become due from Debtor hereunder and Secured Party agrees to look only to the Collateral, the Mortgaged Premises, and that certain Guaranty of Payment, dated December __, 1983, by BDG to Lender, for any such payment.

All notices from Secured Party to Debtor shall be sufficiently given if mailed, postage prepaid, or delivered to Debtor at its address first set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument by their respective duly authorized representatives of the date and year first set forth above.

CHINESE ECONOMIC DEVELOPMENT COUNCIL, INC.,
Debtor

Witness:

By: _____
Thomas Swaim, Acting Executive Director

BOSTON REDEVELOPMENT AUTHORITY,
Secured Party

Witness:

By: _____
Robert J. Ryan, Director

EXHIBIT A

1. A Lease Agreement, dated December __, 1983, between Debtor, as Landlord, and BDG, as tenant;
2. A Fee Mortgage dated December __, 1983, by CEDC, as mortgagor, to MIFA, as such term is defined in the Project Loan Agreement, as mortgagee, which mortgage has been assigned by MIFA to the Trustee, as such term is defined in the Project Loan Agreement, pursuant to a Trust Indenture and Assignment of Security, dated December __, 1983 (the "Assignment");
3. A Leasehold Mortgage, dated December __, 1983, by BDG, as such term is defined in the Project Loan Agreement, as mortgagor, to MIFA, as mortgagee, which Mortgage has been assigned to the Trustee pursuant to the Assignment;
4. A Credit Facility Mortgage and Security Agreement, dated December __, 1983, by Debtor and BDG, as mortgagors, to the Credit Institutions, as such term is defined in the Project Loan Agreement, as mortgagees; and
5. An Additional Advance Mortgage and Security Agreement, dated December __, 1983, by CEDC and BDG, as mortgagors, to the Credit Institutions, as mortgagees.

EXHIBIT F

GUARANTY OF PAYMENT

In order to induce the Boston Redevelopment Authority, a public body politic organized under the laws of Massachusetts (the "BRA") to loan to Chinese Economic Development Council, Inc., a Massachusetts non-profit corporation ("CEDC") the sum of One Million One Hundred Three Thousand and No/100 Dollars (\$1,103,000.00) to finance, in part, the rehabilitation of the building owned by CEDC and commonly known and numbered as 651-657 Washington Street and 2-22 Boylston Street, Boston, Massachusetts (the "Project") as evidenced by a Promissory Note (the "Note"), Mortgage (the "Mortgage"), Project Loan Agreement (the "Project Loan Agreement"), and other documents relating thereto, all as executed on this date by CEDC, the undersigned hereby unconditionally guarantees to the BRA the payment, when due, of any and all sums owed by CEDC to the BRA under the Note and the Mortgage (the "Obligations").

The liability of the undersigned under this Guaranty shall be unaffected by (i) any amendment or modification of the provisions of the Project Loan Agreement, the Mortgage or any other instrument made to or with the BRA by CEDC and the undersigned, (ii) any extensions of time for performance required thereby; or (iii) the release of CEDC from performance or observance of any of the agreements, covenants, terms or conditions contained in any of said instruments by operation of law, whether made with or without notice to the undersigned, and the undersigned hereby covenants that it will cause CEDC to maintain and preserve the enforceability of the instruments aforesaid as the same may be modified and will not permit it to take or to fail to take action of any kind, the taking of which or the failure to take which might be the basis for a claim that the undersigned has any defense to their obligations hereunder other than performance of such obligations in accordance with the terms of the instruments imposing the same.

No delay on the BRA's part in exercising any right, power or privilege under the Project Loan Agreement, this Guaranty or any other document executed by CEDC or the undersigned, shall operate as a waiver of any such privilege, power or right, provided only that the BRA shall not default in its obligation to advance funds for which CEDC and the undersigned have qualified pursuant to the Project Loan Agreement.

This Guaranty shall remain in full force and effect until such time as the Obligations have been paid in full.

The BRA shall not be required to pursue or exhaust any of its rights or remedies against CEDC or any other guarantor of any of CEDC's liabilities prior to enforcing this Guaranty, and the undersigned shall have no right of subrogation unless and until all Obligations have been satisfied in full.

All covenants and agreements contained in this Guaranty shall be binding upon the undersigned, its successors and assigns, and shall inure to the benefit of the BRA, its successors and assigns, and shall inure to the benefit of the BRA, its successors and assigns. The undersigned shall be liable for payment of all of the BRA's costs in the enforcement of this Guaranty, including reasonable attorneys' fees.

This Guaranty is secured by that certain Security Agreement, of even date herewith, between the undersigned, as debtor, and the BRA, as secured party.

Notwithstanding any contrary provision hereof, this Guaranty is made without recourse to any general or limited partner of the undersigned. In no event shall any general or limited partner of the undersigned have any personal liability for the payment of any sum of money which is or may become payable hereunder, and the BRA shall look only to the assets of the undersigned for any such payment.

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal this _____ day of _____, 1983.

BOYLSTON DEVELOPMENT GROUP
LIMITED PARTNERSHIP

By: _____
Robert H. Yelton, General
Partner

Witness

By: _____
Harry M. Standel, General
Partner

EXHIBIT G

GUARANTY OF COMPLETION

In order to induce the Boston Redevelopment Authority, a public body politic organized under the laws of Massachusetts (the "BRA") to loan to Chinese Economic Development Council, Inc., a Massachusetts non-profit corporation ("CEDC") the sum of One Million One Hundred Three Thousand and No/100 Dollars (\$1,103,000.00) to finance, in part, the rehabilitation of the building owned by CEDC and commonly known and numbered as 651-657 Washington Street and 2-22 Boylston Street, Boston, Massachusetts (the "Project") as evidenced by a Promissory Note (the "Note"), Mortgage (the "Mortgage"), Project Loan Agreement (the "Project Loan Agreement"), and other documents relating thereto, all as executed on this date by CEDC, the undersigned hereby jointly and severally unconditionally guarantee to the BRA the due performance of all of the construction obligations of CEDC and Boylston Development Group Limited Partnership ("BDG") under the Project Loan Agreement and the Mortgage, including CEDC's and BDG's obligations to complete the Project substantially in accordance with the standards of quality represented in the Plans referred to in Exhibit B of the Project Loan Agreement, free from all liens and claims of mechanics or materialmen.

The liability of the undersigned under this Guaranty shall be unaffected by (i) any amendment or modification of the provisions of the Project Loan Agreement, the Mortgage or any other instrument made to or with the BRA by CEDC and BDG, (ii) any extensions of time for performance required thereby; or (iii) the release of either or both of CEDC and BDG from performance or observance of any of the agreements, covenants, terms or conditions contained in any of said instruments by operation of law, whether made with or without notice to the undersigned, and the undersigned hereby covenant that they will cause CEDC and BDG to maintain and preserve the enforceability of the instruments aforesaid as the same may be modified and will not permit it to take or to fail to take action of any kind, the taking of which or the failure to take which might be the basis for a claim that the undersigned has any defense to their obligations hereunder other than performance of such obligations in accordance with the terms of the instruments imposing the same.

No delay on the BRA's part in exercising any right, power or privilege under the Project Loan Agreement, this Guaranty or any other document executed by CEDC, BDG, or the undersigned, shall operate as a waiver of any such privilege, power or right, provided only that the BRA shall not default in its obligation to advance funds for which CEDC and BDG have qualified pursuant to the Project Loan Agreement.

This Guaranty shall remain in full force and effect until such time as the Project Improvements described in the Project Loan Agreement are finally completed as required thereby, and

payment in full has been made to all mechanics and materialmen or any mechanic's or materialmen's liens have been bonded to the satisfaction of the BRA.

The BRA shall not be required to pursue or exhaust any of its rights or remedies against CEDC, BDG, or any other guarantor of any of CEDC's liabilities prior to enforcing this Guaranty, and the undersigned shall have no right of subrogation unless and until all obligations of CEDC and BDG to the BRA have been satisfied in full.

All covenants and agreements contained in this Guaranty shall be binding upon the undersigned, and their respective successors and assigns, and shall inure to the benefit of the BRA, its successors and assigns, and shall inure to the benefit of the BRA, its successors and assigns. The undersigned shall be liable for payment of all of the BRA's costs in the enforcement of this Guaranty of Completion, including reasonable attorneys' fees.

Notwithstanding anything hereinabove to the contrary, nothing herein shall be construed as creating any liability on the undersigned as to the payment of the debt evidenced by the Note and the undersigned shall not be personally obligated to pay any principal or interest due under the Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal this ____ day of December, 1983.

Witness

Robert H. Yelton

Harry M. Standel

EXHIBIT H

Priority Mortgages

1. A Fee Mortgage, dated December __, 1983, by CEDC as mortgagor, to MIFA, as mortgagee, which mortgage has been assigned by MIFA to the Trustee pursuant to Trust Indenture and Assignment of Security, dated December __, 1983 (the "Assignment of Mortgage");
2. A Leasehold Mortgage, dated December __, 1983, by BDG, as mortgagor, to MIFA, as mortgagee, which mortgage has been assigned to the Trustee pursuant to the Assignment;
3. A Credit Facility Mortgage and Security Agreement, dated December __, 1983, by CEDC and BDG, as mortgagors, to the Credit Institutions, as mortgagees; and
4. An Additional Advance Mortgage and Security Agreement, dated December __, 1983, by CEDC and BDG, as mortgagors, to the Credit Institutions, as mortgagees.

MEMORANDUM

DECEMBER 8, 1983

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: BOYLSTON BUILDING UDAG
AUTHORIZATION TO EXECUTE TRANSFER AGREEMENT
WITH CITY OF BOSTON AND PROJECT LOAN
AGREEMENT WITH DEVELOPER

The Chinese Economic Development Council (CEDC) and the Boylston Development Group (BDG), a limited partnership, are now prepared to finalize all elements of the financing package in preparation for commencement of construction to renovate the historic Boylston Building.

This building, will be renovated as the 'China Trade Center' containing 'gut-rehabbed' office space and a major retail/restaurant baazar.

Commitments are in place for all elements of the financing package. U.S. Economic Development Administration has committed a \$2,000,000 grant, BDG has committed to raise \$2,697,000 equity through syndication. Massachusetts Industrial Finance Agency has approved \$4,800,000 bond financing. Chemical Bank has made a commitment effective through December 28, 1983 to purchase these bonds with the First National Bank of Boston and other Boston based financial institutions committing to issue letters of credit securing these bonds.

The City of Boston has received an Urban Development Action Grant (UDAG) for redevelopment of the Boylston Building in the amount of \$1,113,000. Extensive negotiations between BRA staff, HUD and the development team and their financiers have resulted in grant and loan agreements that will enable the City to maximize its return on the loan of UDAG funds to the developers, while allowing the flexibility for the financing institutions to minimize their risk.

The benefits to the City of Boston generated through the redevelopment of this building are significant. UDAG loan repayments to the City will go into a fund to support economic development in the Chinatown community. Three hundred new jobs and expansion and start-up opportunities for Chinese businesses will be created. The redevelopment of this now vacant building to active restaurant and retail use will appeal to regional shoppers and tourists and will further revitalize the Downtown Crossing, Theater District and Chinatown neighborhoods.

It is therefore recommended that the Director be hereby authorized to execute a Transfer Agreement which would transfer the UDAG funds from the City to the Authority, and that he also be authorized to execute a Project Loan Agreement which would establish the terms under which the Authority would provide the UDAG to the project.

VOTED: That the Director be authorized to execute the Transfer Agreement with the City of Boston and the Project Loan Agreement for implementation of the Boylston Building UDAG.